



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Christina Pritchett, President (Trustee Area 3)
Leticia Garcia, Vice President (Trustee Area 2)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Lisa Murawski (Trustee Area 1)
Jamee Villa (Trustee Area 4)
Darrel Woo (Trustee Area 6)
Lavinia Grace Phillips (Trustee Area 7)
Jacqueline Zhang, Student Member

Thursday, June 23, 2022

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2021/22-39

Allotted Time

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

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:

a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)

b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2022050024)

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

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

3.4 Education Code 35146 – The Board will hear staff recommendations on the

following student expulsion:

a) Expulsion #8, 2021-22

3.5 Government Code 54957 – Public Employee Appointment

a) Instructional Assistant Superintendent

b) Camellia Basic Elementary School, Principal

c) Peter Burnett Elementary School, Principal

d) Phoebe A. Hearst Elementary School, Principal

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

4.1 The Pledge of Allegiance

4.2 Broadcast Statement

7:05 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

7:10 p.m. **6.0 AGENDA ADOPTION**

7:15 p.m. **7.0 PUBLIC COMMENT**

15 minutes

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

7:30 p.m. **8.0 SPECIAL PRESENTATION**

8.1 Recognition of Outgoing Student Board Member
Jacqueline Zhang (Leticia Garcia)

Information

5 minute presentation
5 minute discussion

8.2 Student Advisory Council 2021-22 Initiative Presentation
(Student Advisory Council)

Information

15 minute presentation
10 minute discussion

8.3 COVID-19 Update: Vaccination, Testing and Face
Masking (Victoria Flores)

Information

15 minute presentation
15 minute discussion

8.4 Resolution No. 3277: Recognizing Pride Month, June 2022 (Lisa Murawski)

Action
5 minute presentation
5 minute discussion
(Roll Call Vote)

8:45 p.m. **9.0 COMMUNICATIONS**

9.1 Employee Organization Reports:

Information
15 minutes

- SCTA

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

9:00 p.m.

10.1 Resolution No. 3279 of the Board of Education of the Sacramento City Unified School District Designating Certain General Funds as Committed Fund Balance (Rose Ramos)

Action
10 minute presentation
10 minute discussion
(Roll Call Vote)

9:10 p.m.

10.2 Adopt Fiscal Year 2022-23 Proposed Budget for All Funds (Rose Ramos)

Action
20 minute presentation
20 minute discussion
(Roll Call Vote)

9:50 p.m.

10.3 2022-23 Local Control and Accountability Plan Adoption (Steven Ramirez-Fong)

Action
20 minute presentation
15 minute discussion
(Roll Call Vote)

10:25 p.m.

10.4 Review and Approval of Proposed Salary Improvements for Non-Represented Employees (Rose Ramos)

Action
5 minute presentation
5 minute discussion
(Roll Call Vote)

10:35 p.m. **11.0 CONSENT AGENDA**

Action
2 minutes
(Roll Call Vote)

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.

11.1 Items Subject or Not Subject to Closed Session:

11.1a 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 (Rose F. Ramos)

- 11.1b *Approve Personnel Transactions (Cancy McArn)*
- 11.1c *Approve Donations to the District for the Period of May 1 - 31, 2022 (Rose Ramos)*
- 11.1d *Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of May 1 – 31, 2022 (Rose Ramos)*
- 11.1e *Approve Update of Board Policy Titles and Numbers (Alexa Rincon)*
- 11.1f *Approve Staff Recommendations for Expulsion #8, 2021-22 (Lisa Allen and Stephan Brown)*
- 11.1g *Approve Minutes of the May 11, 2022, Special Board of Education Meeting (Jorge A. Aguilar)*
- 11.1h *Approve Minutes of the May 19, 2022, Board of Education Meeting (Jorge A. Aguilar)*
- 11.1i *Approve Minutes of the June 6, 2022, Special Board of Education Meeting (Jorge A. Aguilar)*
- 11.1j *Approve Resolution No. 3276: Hiram Johnson High School Athletic Improvements Mitigated Negative Declaration (MND) (Rose Ramos and Nathaniel Browning)*
- 11.1k *Approve Joint Venture and License Agreement Between Sacramento City Unified School District and River Oak Center for Children (Rose Ramos and Nathaniel Browning)*
- 11.1l *Approve Annual Charter Facilities Usage Agreements (Jesse Ramos)*
- 11.1m *Approve 2022-2023 Adult Education Calendar (Shawn Hadnot)*
- 11.1n *Approve Resolution No. 3278: Resolution Declaring the District’s Intention to Sell Surplus Real Property and Directing Staff and Consultants to Proceed with Sales Process (Rose Ramos)*
- 11.1o *Approve Revised Board of Education Meeting Calendar for 2022-23 (Jorge A. Aguilar)*
- 11.1p *Approve Local Control and Accountability Plan (LCAP) Parent Advisory Committee (PAC) Member Selection (Steven Ramirez-Fong)*
- 11.1q *Approve 2022-23 School Plan for Student Achievement (Kelley Odipo)*
- 11.1r *Approve English Language Master Plan (DRAFT) (Olga Simms)*

10:37 p.m. **12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** *Receive Information*

12.1 *Business and Financial Information:*

- *Purchase Order Board Report for the Period of April 15, 2022, through May 14, 2022 (Rose Ramos)*

10:39 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *August 11, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *September 1, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

10:42 p.m. **14.0 ADJOURNMENT**

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1

Meeting Date: June 23, 2021

Subject: Recognition of Outgoing Student Board Member Jacqueline Zhang

- 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: Recognize Student Board Member Jacqueline Zhang for her dedication to the Sacramento City Unified School District and student body for the 2021-2022 school year.

Background/Rationale: Sacramento City Unified School District chooses one high school student each school year to serve on the Board of Education as Student Board Member. This student represents the student body and provides a student voice for the Board of Education. The Student Board Member to be recognized for serving during the 2021-2022 school year is Jacqueline Zhang, a Junior from John F. Kennedy High School.

Financial Considerations: N/A

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

Documents Attached:

N/A

<p>Estimated Time of Presentation: 5 minutes Submitted by: Board President Christina Pritchett Approved by: Jorge A. Aguilar, Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.2

Meeting Date: June 23, 2022

Subject: Student Advisory Council 2021-22 Initiative Presentation

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

Division: Youth Development Support Services

Recommendation: Support the 21-22 initiative recommendations of the Student Advisory Council with specific regard to college application access and the development of youth health education ambassador program.

Background/Rationale: Every school year, the Student Advisory Council conducts a youth participatory action research project that focuses on amplifying youth voice with specific regard to school issues that are impacting them at their respective campuses. This school year, SAC students focused on college application access and sex education. Students created and distributed surveys and analyzed data from 175 respondents for the college application initiative and made recommendations based on their analysis. SAC students also worked in collaboration with leads from Planned Parenthood and academic training department in SCUSD to examine district wide data focused on students experiences with the sex-ed program. Recommendations were developed using an analysis of this data set. An analysis of both data sets will be presented to the Board of Education.

Financial Considerations: The SAC college access initiative proposes an application program that would cost approximately \$147,000 to cover (1) college application cost to CSU/UC. The SAC sex-ed initiative proposes the development of a youth ambassador program to be led in collaboration between the SCUSD connect center and youth development support services department with paid youth internship positions developed at a per hour rate that is TBD.

LCAP Goal(s): Youth Voice

Documents Attached: none

Estimated Time of Presentation: 15 minutes
Submitted by: Dr. Mark Carnero, Student Board Member
 Jacqueline Zhang & The Student Advisory Council
Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.3

Meeting Date: June 23, 2022

Subject: COVID-19 Update: Vaccination, Testing and Face Masking

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

Recommendation: N/A

Background/Rationale: The purpose of this item is to provide a recommendation to the Board on the continuation of the Board resolution presented at the October 12, 2021 Board meeting requiring COVID-19 vaccinations or COVID-19 testing for students and staff, as well as other COVID-19 updates.

Financial Considerations: Potential costs include monitoring and enforcing vaccinations and/or testing and face masking to ensure compliance with requirements. Any exclusion of eligible students for failure to comply with requirements and potential use of Independent Study could result in loss of ADA funding.

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

Documents Attached: N/A

<p>Estimated Time of Presentation: 15 minutes Submitted by: Victoria Flores, Director III, Student Support and Health Services Approved by: Jorge A. Aguilar, Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.4

Meeting Date: June 23, 2022

Subject: Resolution No. 3277: Recognizing Pride Month, June 2022

- 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 Resolution No. 3277: Recognizing Pride Month, June 2022.

Background/Rationale: June 2022 has been designated as LGBTQ+ Pride Month. The District is committed to providing a Safe Haven for all students including the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ+) community or those that may be perceived as such. The month of June is an opportunity to highlight the identities and contributions of the LGBTQ+ community as well as work to combat bullying and harassment based on sexual orientation and gender expression in order better promote and foster a safe and respectful culture within the District.

Financial Considerations: None

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

Documents Attached:

1. Resolution No. 3277

<p>Estimated Time of Presentation: 5 minutes Submitted by: Lisa Murawski, Board Member Approved by: Jorge A. Aguilar, Superintendent</p>

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
RESOLUTION NO. 3277**

RECOGNITION OF LGBTQ+ PRIDE MONTH, JUNE 2022

Whereas, the Sacramento City Unified School District advocates and promotes the safe, inclusive, and respectful treatment of all our students as part of the District's Safe Haven efforts;

Whereas, the District is committed to providing a Safe Haven for all students including the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ+) community or those that may be perceived as such;

Whereas, the California Education Code, Section 200 ensures that all students receive equal access and rights to educational opportunities in public schools;

Whereas, the Sacramento City Unified School District commits to the implementation of the FAIR (Fair Accurate Inclusive and Respectful) Education Act into the K-12 grade history and social studies curriculum;

Whereas, sexual orientation and gender expression-based bullying is among the most common form of harassment in schools;

Whereas, peer harassment and bullying contribute to significantly higher rates of school dropout, academic failure, and school disengagement among LGBTQ+ youth;

Whereas, LGBTQ+ youth are more likely to experience a mental health condition and are at greater risk of suicide, and deserve vocal acceptance and support, as well as special attention to the unique challenges they may face at school and in their communities;

Whereas, according to the federal Centers for Disease Control and Prevention (CDC) approximately 2% of students identify as transgender, and 35% of transgender students attempt suicide;

Whereas, 58% of LGBTQ+ youth reported experiencing symptoms of depression including nearly two-thirds of transgender and nonbinary youth;

Whereas, 14% of LGBTQ+ youth attempted suicide in the past year;

Whereas, according to the Trevor Project, LGBTQ+ youth who found their school to be LGBTQ+-affirming reported lower rates of attempting suicide;

Whereas, the Connect Center is a critical District program for student, staff, and the community. The Connect Center provides training, activities, and lessons for and about LGBTQ+ identities and is committed to fostering a safe and respectful District, school, and community culture;

Whereas, the district has allocated new resources to increase staffing to provide targeted mental health support for our LGBTQ+ youth;

Whereas, the Board of Education approved the updated Board Policy on Transgender and Gender Non-Conforming Youth at the September 2, 2021, Board Meeting, which further outlines the services, supports, and protections provided to such students and families;

Whereas, the Board of Education recognizes the shameful history and rejects present-day manifestations of bias against and oppression of LGBTQ+ individuals, and heartily celebrates each LGBTQ+ student and staff as valued members of the SCUSD community; and

Whereas, the COVID-19 pandemic and related stay-at-home orders put extreme stress on many LGBTQ+ youth, given only one in three expressed that their homes were LGBTQ- affirming, according to a survey of LGBTQ+ youth by the Trevor Project;

Whereas, the survey also found that more than 80% of LGBTQ youth stated that COVID-19 made their living situation more stressful, 70% of LGBTQ youth stated that their mental health was "poor" most of the time or always during COVID-19 and 42% of LGBTQ youth seriously considered attempting suicide in 2020-2021, including more than half of transgender and nonbinary youth;

Whereas, this past year has seen an alarming acceleration of laws proposed and passed around the country that threaten the well-being of LGBTQ+ youth, including laws that prohibit positive representations of LGBTQ+ people, so-called "Don't Say Gay" laws that seek to prohibit schools from discussing topics of gender identity or sexual orientation, laws that ban the provision of gender-affirming health care, and laws that require school staff to disclose a minor's perception of their own gender identity to the minor's parent or guardian;

Whereas, by recognizing Pride Month, the District and the Board of Education support policies, practices, and curricula that honor and respect LGBTQ+ students, staff, and their families, and recognize the need to address the specific COVID-19 recovery, support, and mental health needs of LGBTQ+ youth;

Now, Therefore, be it Resolved, that the Sacramento City Unified Board of Education declares June 2022 as LGBTQ+ Pride Month and:

1. Stands in support of laws that promote representation and inclusion of LGBTQ+ people and protect the rights and privacy of transgender and non-gender-conforming children and their families;
2. Stands against laws that prohibit positive representations of LGBTQ+ people, so-called “Don’t Say Gay” laws that seek to prohibit schools from discussing topics of gender identity or sexual orientation, laws banning the provision of gender-affirming health care, and laws requiring school staff to disclose a minor’s perception of their own gender identity to the minor’s parent or guardian;
3. Directs the Superintendent and all District staff to:
 - a. Include plans to meet the unique needs of LGBTQ+ students, families, and staff as our students and schools recover from COVID-19;
 - b. Continue supporting lessons, activities, curricula, and conversations that engage students in meaningful learning, research, and writing about our LGBTQ+ students and families.
 - c. Ensure support for Gay-Straight Alliances and similar student clubs districtwide.
 - d. Enhance LGBTQ+-inclusive curricular resources and mandatory professional development for teachers and staff on district policies and the creation of inclusive environments for all LGBTQ+ students and members of our school communities.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 23rd day of June, 2022, by the following vote:

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

ATTESTED TO:

_____ Jorge A. Aguilar

Secretary of the Board of Education

_____ Christina Pritchett/by Leticia Garcia, Acting

President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: June 23, 2022

Subject: Resolution No.3279 of the Board of Education of the Sacramento City Unified School District Designating Certain General Funds as Committed Fund Balance

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

Division: Business Services

Recommendation: Approve Resolution No.3279 , to commits utilizing portions of its general fund ending balance, as indicated by the committed fund classification in its financial statements, for the following purposes:

Purpose	Estimated Amount
Professional Learning	\$3,100,000
History/Social Science and World Language Textbook Adoption	\$13,000,000
Multi-Tiered Systems of Support	\$400,000
EPOCH anti-bias and anti-racist professional learning	\$400,000
Communications	\$60,000
Summer school programs	\$5,000,000
Transitional Kindergarten support	\$48,000
3% Additional Reserve per board policy 3100	\$19,431,681

Background/Rationale: In order to comply with California Education Code 42127.01 (a) which imposes a 10% cap on districts' combined assigned and unassigned reserves. The 10% cap is based on the total general fund expenditures, transfers out and other uses.

Failure to comply may result in one of the following consequences:

1. Disapproved budget
2. Conditionally approved budget and requirement to address the excess fund balance to receive approval

3. Approved budget with comment regarding excess fund balance and directive to remedy the condition

Financial Considerations: Commit funds for intended purposes in order to comply with Education Code 42127.01(a).

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

Documents Attached:

1. Executive Summary
2. Resolution 3279

<p>Estimated Time of Presentation: 10 minutes Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 23, 2022



I. OVERVIEW/HISTORY:

Proposition 2 was approved by California voters in 2014 to establish the Public School System Stabilization Account (PSSSA). The intent of this reserve also referred to as the Proposition 98 rainy day fund is to protect schools by providing stability to the state budget during fiscally challenging periods. Education Code 42127.01(a) further states that when the PSSA balance reaches or exceeds 3% of the total Proposition 98 expenditures, a 10% cap on districts' combined assigned and unassigned reserves is triggered. The State's 2021-2022 budget included deposits into the PSSSA triggering the 10% cap for school districts effective for the 2022-2023 budget. Additionally, the Governor's 2022-2023 budget proposal includes additional deposits into the PSSSA which may cause the 10% cap to remain in effect beyond 2022-2023.

School districts with reserves above the 10% cap have three options to satisfy this requirement:

1. Spend down the excess reserves on one-time programs supported by a defined plan. For example, a technology initiative, a facility project, etc.
2. Seek a temporary waiver from the county superintendent per Education Code 42127.01(b). Education Code Section 42127.01(b) provides that a district may be exempt from the cap for up to two consecutive fiscal years within a three-year period based on documents indicating that extraordinary fiscal circumstances substantiate the need for the excess reserves. Further, the statute requires a district to do all of the following:
 - a. Provide a statement that substantiates the need for a combined assigned and unassigned ending general fund balance that is more than 10%.
 - b. Identify the funding amounts in the budget adopted by the district that are associated with extraordinary fiscal circumstances.
 - c. Provide documentation that no other fiscal resources are available to fund the extraordinary fiscal circumstances. Keep in mind if extraordinary fiscal circumstances exist, then so does the justification to commit funds.

Note that FCMAT recommends against seeking a county superintendent waiver unless the county superintendent has expressed a willingness to consider such waivers. Also, a waiver is valid only for up to two consecutive years.

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 23, 2022



3. Reclassify any unassigned or assigned components of the fund balance to the committed or restricted category of the fund balance consistent with GASB 54. Committing funds will include the following key provisions:
 - a. Committed fund balance includes amounts constrained to specific purposes by the Board.
 - b. All commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

The District recommends option 3, board approval to commit funds in order to comply with the 10% cap limitation.

II. DRIVING GOVERNANCE:

- Education Code section 42103 requires the governing board of each school district shall hold a public hearing on the proposed budget in a school district facility, or some other place conveniently accessible to the residents of the school district for public inspection.
- Education Code section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1st. Article XIII section 36(e)(6) requires the Governing Board to approve Education Protection Account proposed expenditures in open session of a public meeting. The budget to be adopted shall be prepared in accordance with Education Code section 42126. The adopted budget shall be submitted to the County Office of Education. The County Office of Education will determine if the district will be able to meet its financial obligations during the fiscal year and ensure a financial plan that will enable the district to satisfy its multi-year financial commitments.

III. BUDGET:

The District's 2022-23 General Fund projects a total operating increase of \$42.1 million resulting in an estimated ending fund balance of \$109.5 million. After accounting for restricted balances and non-spendable funds, the total assigned and unassigned is projected at \$96.7M approximately. The District's 10% reserve cap is calculated at \$64.7M approximately, therefore, reserves are estimated at \$31.9M above the cap. The table below provides the calculations.

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 23, 2022



	2022-23 Proposed Budget
Projected Ending Fund Balance	109,458,734.76
Less Restricted amount	(12,406,217.10)
Less Nonspendable	(325,000.00)
Total Assigned/Unassigned	96,727,517.66
Total Expenditures	650,065,110.11
Plus (Less) transfers in/out	(2,342,426.00)
Total Net Expenditures	647,722,684.11
10% Reserve Cap	64,772,268.41
Amount Above Reserve Cap (Minimum to be Committed)	31,955,249.25

The District recommends the following one-time commitments for unfunded programs in the 2022-2023 budget.

Purpose	Estimated Amount
Professional Learning	\$3,100,000
History/Social Science and World Language Textbook Adoption	\$13,000,000
Multi-Tiered Systems of Support	\$400,000
EPOCH anti-bias and anti-racist professional learning	\$400,000
Communications	\$60,000
Summer school programs	\$5,000,000
Transitional Kindergarten support	\$48,000
3% Additional Reserve per board policy 3100	\$19,431,681

The District recommends committing approximately \$41.4M for the unfunded programs listed above and this action will address the 10% reserve cap of \$64.7M. The reserve will be reduced to an estimated \$55.2M.

2022-2023 Proposed Budget	
Projected Assigned/Unassigned Fund Balance	96,727,518
Proposed Commitments	41,439,681
Estimated Assigned/Unassigned Fund Balance After Commitments	\$55,287,837
(approximately \$9.4M below 10% reserve cap)	

Board of Education Executive Summary

Business Services

Resolution to Commit Funds

June 23, 2022



Note that the Board will retain the authority to change the purposes and/or amounts throughout the 2022-2023 fiscal year but this action must occur prior to the close of the 2022-2023 fiscal year. The District will monitor these purposes and provide a status report at each interim reporting period or as needed.

Finally and as noted during the June 9, 2022 Board meeting, the State Budget has not yet been finalized, therefore, the District will likely revise the 2022-2023 proposed adopted budget to reflect the State enacted budgetary items for school districts. Per Education Code 42127, school districts have 45 days after the Governor signs the annual State Budget Act to revise revenues and expenditures to reflect the funding made available by the Budget Act. These revisions may affect the 10% reserve cap calculation.

IV. GOALS, OBJECTIVES AND MEASURES:

Maintain fiscal solvency, restore stability and address the long term financial issues of the District.

V. MAJOR INITIATIVES:

- Continued analysis of information from the State and its impact on the District's Budget
- Budget Revision within 45 days from signing of State Budget

VI. RESULTS:

Budget development for 2022-23 has followed the timeline approved by the Board. With the approval of the 2022-23 Proposed Budget, the expenditure authority for 2022-23 will be in place and the June 30, 2022 timeline will be met.

VII. LESSONS LEARNED/NEXT STEPS:

- Continue to monitor the State budget and its impact on District finances.
- Continue to obtain stakeholders' input, follow the LCAP process and meet with bargaining units to seek cost reductions and long-term budget savings.
- The district will discuss and adopt the 2022-23 final Proposed Budget at the June 23, 2022 Board meeting.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BOARD RESOLUTION TO COMMIT FUNDS

RESOLUTION #3279 OF THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT DESIGNATING CERTAIN GENERAL FUNDS AS COMMITTED FUND BALANCE

WHEREAS, the Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Sacramento City Unified School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, the committed fund balance classification reflects amounts subject to specific internal constraints self-imposed by the Board; and

WHEREAS, once the committed fund-balance constraints are imposed, it requires the constraint to be revised, removed or redirected for other purposes by the Board in the same manner as the Board originally approved the commitment; and

WHEREAS, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

NOW, THEREFORE, BE IT RESOLVED, that the Sacramento City Unified School District Board of Education, hereby commits to utilizing portions of its general fund ending balance, as indicated by the committed fund classification in its financial statements, for the following purposes:

Purpose	Estimated Amount
Professional Learning Communities (PLC)	\$3,100,000
History/Social Science and World Language Textbook Adoption	\$13,000,000
Multi-Tiered Systems of Support (MTSS)	\$400,000
EPOCH anti-bias and anti-racist professional learning	\$400,000
Summer school programs	\$5,000,000
Transitional Kindergarten support	\$48,000
Declining enrollment mitigation	\$11,600,000
3% Additional Reserve per board policy 3100	\$19,431,681

BE IT FURTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts a successor resolution to revise or remove the constraint, or otherwise redirect the funds for other purposes; and

BE IT FURTHER RESOLVED, that the district's Superintendent, or their designee, is hereby authorized and directed to finalize the amounts to be committed for the purposes directed above based on the unaudited actual financial report for fiscal year 2022-23 no later than September 15, 2023.

Approved, passed and adopted by the Board of Education of the Sacramento City UNified School District on the 23 day of June, 2022:

AYES: _____

NOTES: _____

ABSETENTIONS: _____

President of the
Governing Board of the _____
School District

Attested to: _____
Clerk of the
Governing Board of the _____
School District



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

Meeting Date: June 23, 2022

Subject: Adopt Fiscal Year 2022-2023 Proposed Budget for All Funds

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

Division: Business Services

Recommendation: Adopt the fiscal year 2022-2023 Proposed Budget for All Funds presented as a Public Hearing Item at the June 9, 2022 Board Meeting.

Background/Rationale: By June 30th of each year, the school district must adopt a budget for all funds for the ensuing fiscal year. Prior to adoption of the budget, the Board must conduct a public hearing. This is in accordance with state prescribed procedures for single budget adoption, which require that the budget be adopted and submitted to the County Office of Education on state required forms by June 30th. The 2022-2023 Budget establishes expenditure authority for the District to conduct business in the coming year.

The proposed 2022-2023 budget is based on the Governor's May Budget Revision that was released on May 13, 2022. Staff attended the School Services of California virtual workshop on the May Budget Revision on May 20, 2022 and incorporates recommendations from the Sacramento County Office of Education. While the Governor's May Budget Revision is a very significant event in the process, the final impact to the District will not be known until the State budget is signed. School districts have 45 days after the final State budget is signed to amend and resubmit their budget.

The District continues to work closely with the Fiscal Advisor.

Financial Considerations: The proposed budget establishes expenditure authority for all funds.

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

Documents Attached:

1. Executive Summary
2. Adopted Fiscal Year 2022-23 Budget of All Funds

Estimated Time of Presentation: 10 minutes

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge Aguilar, Superintendent



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account

June 23, 2022

I. OVERVIEW/HISTORY:

Local Educational Agencies (LEAs) are required to adopt a budget prior to July 1 of each year in order to authorize the expenditure of funds. The proposed budget is only an initial blueprint for revenues and expenditures since the preparation of the adopted budget occurs before the State has enacted its budget, and before actual revenues and expenditures are known for the current year. In the event that material revisions are necessary, a revised budget will be presented to the Board no less than 45 days after the enacted State budget.

The District's 2022-23 Proposed Budget is based on the Governor's May Budget Revision that was released on May 13, 2022. The 2022-23 Proposed Budget general fund revenues are projected at \$689M and general fund expenditures projected at \$650M. The 2022-23 Proposed Budget incorporates recommendations from the Sacramento County Office of Education (SCOE), the Superintendent, School Services of CA and input from educational partners. The 2022-23 Proposed Budget for all Funds being presented is aligned to existing LCAP goals, actions, and services, which have been developed and refined through ongoing consultation with stakeholder groups.

Budget Updates:

- Budget Development Process - During the months of January and February, the Academic, Budget and Human Resources teams met with schools and central departments to develop the budget for 2022-23. During these meetings, the budget for the current year was reviewed as well as projected enrollments and proposed staffing levels for the upcoming 2022-23 school year.
- February/March - Reduction in Force resolutions were approved by the board that included adjustments for certificated and classified positions based on staffing and expiring funding.
- January/March/May – Budget updates were presented to the Board on the Governor's January Proposed Budget for 2022-23, the fiscal impact of COVID-19 on the State's Economy and funding for K12, and the Governor's May Revise Budget for 2022-23.
- Ongoing Weekly Meetings between the District, SCOE, and the SCOE Fiscal Advisor continue to be held to collaborate and discuss the expectations of the budget for 2022-2023 and beyond.

II. Driving Governance:

- Education Code section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1st and the proposed expenditures for the Education Protection Account. The budget to be adopted shall be prepared in accordance with Education Code section 42126. The adopted budget shall be submitted to the County Office

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

of Education. The County Office of Education will determine if the district will be able to meet its financial obligations during the fiscal year and ensure a financial plan that will enable the district to satisfy its multi-year financial commitments.

- The SCUSD Board of Trustees has revised Board Policy 3100 to establish and maintain a general reserve for economic uncertainty that meets or exceeds the requirements of CCR 15443. The reserve for economic uncertainty for the District will be established at no less than 5% of total general fund expenditures. Under BP 3100 it is acknowledged that one-time funding should be used for one-time expenditures and shall only be used for an on-going expenditure as a last resort. As part of the approval of the annual budget, the Board shall consider any proposed use of one-time funding and shall take separate action to approve such uses

III. Budget:

Following is a summary of the proposed State budget and budget guidelines as provided by California Association of School Business Officials, County Office of Education and School Services of California. The Proposed Budget Report also contains financial summaries, multi-year projections and detailed financial state reports relating to the projected financial activity for 2022-23 through 2024-25 specific to the Sacramento City Unified School District.

IV. Goals, Objectives and Measures:

Present a 2022-23 Proposed Budget to the Board for approval by June 23, 2022.

V. Major Initiatives:

- Continued analysis of information from the State and its impact on the District's budget
- Budget Revision within 45 days from signing of State Budget

VI. Results:

Budget development for 2022-23 has followed the timeline approved by the Board. With the approval of the 2022-23 Proposed Budget, the expenditure authority for 2022-23 will be in place and the June 30, 2022 timeline will be met.

VII. Lessons Learned/Next Steps:

- Continue to monitor the State budget and its impact on District finances.
- Continue to obtain stakeholders' input, follow the LCAP process and meet with bargaining units to seek cost reductions and long-term budget savings.
- The district will discuss and adopt the 2022-23 final Proposed Budget at the June 23, 2022 Board meeting.



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Governor’s Revised State Budget Proposal “May Revision”

Governor Newsom released his proposed Revised State budget on May 13th for the upcoming 2022-23 fiscal year. Proposition 98 is a voter-approved constitutional amendment that guarantees minimum funding levels for K-12 schools and community colleges (i.e. K-14 Education). The significant increase in revenues projected for 2020-21, 2021-22, and 2022-23 results in a corresponding increase in resources for K-14 Education. Proposition 98 is estimated to be \$96.1 billion in 2020-21, \$110.2 billion in 2021-22, and \$110.3 billion in 2022-23, representing a three-year increase in the minimum guarantee of \$19.6 billion over the level estimated in the Governor’s January Budget. \$15.9 billion of the \$32.9 billion in K-12 Proposition 98 spending proposals are spending proposals from January, and the remaining \$17 billion relates to new augmentations in May. Further, \$19.1 billion is for one-time activities, and \$13.8 billion is for ongoing augmentations. In addition, the May Revision includes a multitude of investments, including tax credits, rebates, and infrastructure spending, that helps it avoid reaching its Gann Limit in 2021-22 and 2022-23.

The Proposition 98 Guarantee continues to be in Test I for 2022-23. In the past, K-14 Education received 38.03 % of general fund revenues under the Test I guarantee; however, to accommodate enrollment increases related to the expansion of transitional kindergarten, the Governor’s May proposes to rebench the Test 1 percentage to approximately 38.3% (slightly lower than the 38.4% January proposal). Essentially, Proposition 98 ensures that K-14 Education receives approximately 40¢ of every state general fund dollar. Please note that this adjustment will not benefit community funded/basic aid districts

As a result of the passage of Proposition 2, which established various conditions when the state is required to deposit funds into the Public School System Stabilization Account (rainy day fund), non-exempt school districts (discussed further below) will need to take the necessary action to ensure their unassigned and assigned reserves are not greater than 10% since the total amount deposited by the State exceeds 3% of K-12 Proposition 98 funding.

Local Control Funding Formula Factors

The statutory cost-of-living adjustment (COLA) for 2022-23 is 6.56%, which is an expected increase from the January COLA estimate of 5.33%. Illustrated below is a comparison of projected COLAs for the budget year and two subsequent years:

Description	2022-23	2023-24	2024-25
LCFF COLAs (22-23 Gov. Proposal)	5.33%	3.11%	3.11%
LCFF COLAs (22-23 May Revision)	6.56%	5.38%	4.02%



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

In addition, the May Revision includes \$2.1 billion ongoing Proposition 98 funding to increase the LCFF base funding, which is equivalent to a 3.29% increase. This ongoing increase is an important resource for all local educational agencies to mitigate the impacts of rising pension obligations, increased costs for goods and services, and other ongoing local budget concerns.

Further, the Governor’s May Revision proposal continues to allow districts to be funded based on the greater of current year average daily attendance (ADA), prior year ADA, or the average of three prior years’ ADA. Please note that while the net charter shift was not applicable for 2020-21 or 2021-22, districts will need to incorporate the net charter shift beginning 2022-23 if applicable. Currently, the budget does not propose providing the declining ADA formula adjustment for charter schools or county offices of education.

Lastly, due to the impact that the COVID-19 Delta and Omicron variants have had on student and staff absences, the Governor is proposing to allow all classroom-based local educational agencies to be funded for 2021-22 at the greater of their current year average daily attendance (ADA), or its current year enrollment adjusted for pre-COVID-19 absence rates by utilizing the 2019-20 ADA to October enrollment yield. The ADA derived from using the 2021-22 enrollment multiplied the District’s 2019-20 ADA to enrollment ratio is not the same as using the 2019-20 ADA numbers. Please note that this proposal is not included in the District’s 2021-22 estimated actuals or 2022-23 budget since this is a fairly new proposal that may not be incorporated in the state’s final budget. Therefore, the District’s budgets will be revised accordingly if the provision is enacted.

Budget Component	Description
After School & Summer Programs	<ul style="list-style-type: none"> \$1B for 2021-22 growing to \$5B for 2025-26 for providing afterschool and summer programs to LEAs with the greatest amount of low income, English learners and foster care students at no cost.
Behavioral Health Initiative	<ul style="list-style-type: none"> \$4B over five years to identify and treat behavioral health needs early
Broadband	<ul style="list-style-type: none"> \$35M of one-time funds in tandem with E-Rate funds to expand internet access to isolated and underserved communities
Child Care, Preschool, & Transitional Kindergarten (TK)	<ul style="list-style-type: none"> 106,500 new subsidized child care slots By 2024-25, provide universal access to TK for all children 4 yrs. old at a total cost of \$2.7B \$740M for TK classroom ratio reduction Repurpose the one-time \$250M TK incentive grant to a TK expansion & facilities proposal beginning 2022-23
Community Schools	<ul style="list-style-type: none"> \$3B in one-time funding to convert schools in order for schools to service the community (i.e. health/social services)



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account

June 23, 2022

Educator Workforce	<ul style="list-style-type: none"> \$3.3B for various programs relating to teacher recruitment, retention, and professional development
Proposition 98 Concentration Grant Funding Augmentation	<ul style="list-style-type: none"> \$1.1 billion augmentation to the LCFF in order to increase the number of personnel providing direct services to students Funding factor would go from 50% to 65%, and the additional funds will need to be included in the LEA's LCAP
Student Learning	<ul style="list-style-type: none"> Additional \$2B of one-time funds for health and safety operations related to reopening schools Additional \$2.6B of federal flexible funding to provide interventions relating to accelerated learning
Student Nutrition	<ul style="list-style-type: none"> \$150M increase in the state reimbursement rate for schools participating in a federal universal meal provision \$100M of one-time funding for training and infrastructure upgrades

Independent Study

The current mandatory guidelines are set to expire at the end of the 2021-22 fiscal year.

However, the Governor has proposed the following changes to the independent study program:

- Proposes two sets of timelines for collecting written agreement
 - Participation of 14 days or less requires the agreement to be signed within 10 days of beginning independent study
 - Participation of 15 days or more requires the agreement to be signed before beginning independent study
- Increases threshold for tiered reengagement triggers and removes proposed School Attendance Review Board referral requirement
- Includes synchronous instruction in instructional time and ADA calculations under specified parameters
- Exempt students who are enrolled in classroom instruction and participate in independent study due to specified medical, mental health, or substance abuse treatment from tiered reengagement, synchronous instruction, and a plan to return to the classroom within 5 days

Routine Restricted Maintenance Account

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

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

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

- The actual contribution will be audited as part of the School Facility Program bond audit
- This paragraph applies only to the following school districts:
 - (i) High school districts with an average daily attendance greater than 300 pupils.
 - (ii) Elementary school districts with an average daily attendance greater than 900 pupils.
 - (iii) Unified school districts with an average daily attendance greater than 1,200 pupils.
- Currently, LEAs are allowed to exclude the following programs from their calculation of required contributions to routine restricted maintenance:
 - State pension on-behalf payments
 - ESSER I-III, GEER I & II (Includes respective federal ELO funding)
 - State supplemental meal reimbursements
 -

Reserves

District Reserve Requirements: The 2014 State Budget Act and the passage of Proposition 2 in November 2014 established a hard cap on district reserves, if all the following conditions are met:

1. Proposition 98 must be funded based on Test 1
2. Full repayment of the maintenance factor prior to 2014-15
3. Proposition 98 provides sufficient funds to support pupil attendance growth and the statutory COLA
4. Capital gains exceed 8% of General Fund revenues

Prior law specified that in any fiscal year immediately following a year in which a transfer of any amount is made to the Public School System Stabilization Account, a district's assigned or unassigned fund balance (including Fund 01 and Fund 17) may not exceed two times the reserve for economic uncertainty (three times the reserve for economic uncertainty for districts with more than 400,000 ADA).

However, Senate Bill (SB) 751 which became effective January 1, 2018 made changes to the school district reserve cap law in the following manner:

- It requires that the reserve cap is triggered in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds three percent of the combined total of General Fund revenues appropriated for school districts and allocated local proceeds of taxes (Proposition 98 funding), as specified, for that fiscal year
- Adjusts the reserve cap from a combined assigned and unassigned ending fund balance based on the size of the district to a combined assigned or unassigned ending balance, in the General Fund (01) and the Special Reserve Fund for Other Than Capital Outlay (17), of 10% of those Funds for all districts



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

- Reserves would be capped at 10% as long as the amount in the Public School System Stabilization Account remained at 3% or greater of the Proposition 98 amount in each preceding year
 - The State must notify local educational agencies when the conditions are and are no longer applicable
- Basic aid school districts and districts with fewer than 2,501 average daily attendance are exempt from the reserve cap requirement

Since the Proposition 98 reserve balance will reach 4% of funding in 2020-21, 7.8% of funding in 2021-22, and projected to reach the maximum 10% limit of funding in 2022-23 (exceeding the minimum 3% threshold in all three years), LEAs will have the statutory reserve cap described above beginning 2022-23. More than likely the limit will be in place for subsequent years. Therefore, applicable school districts may need to spend down their reserves **and/or** commit funds.

2022-23 Sacramento City Unified School District Primary Budget Components

- ❖ Average Daily Attendance (ADA) is estimated at 34,558.72 (excludes COE ADA of 103.50).
 - The funded ADA will be based on the three prior year ADA average of 36,420.56.
- ❖ The District’s estimated unduplicated pupil percentage for supplemental and concentration funding is estimated to be 70.93%. The percentage will be revised based on actual data.
- ❖ Lottery revenue is estimated by SSC to be \$163 per ADA for unrestricted purposes and \$65 per ADA for restricted purposes.
- ❖ Mandated Cost Block Grant is \$34.94 for K-8 ADA and \$67.31 for 9-12 ADA.

General Fund Revenue Components

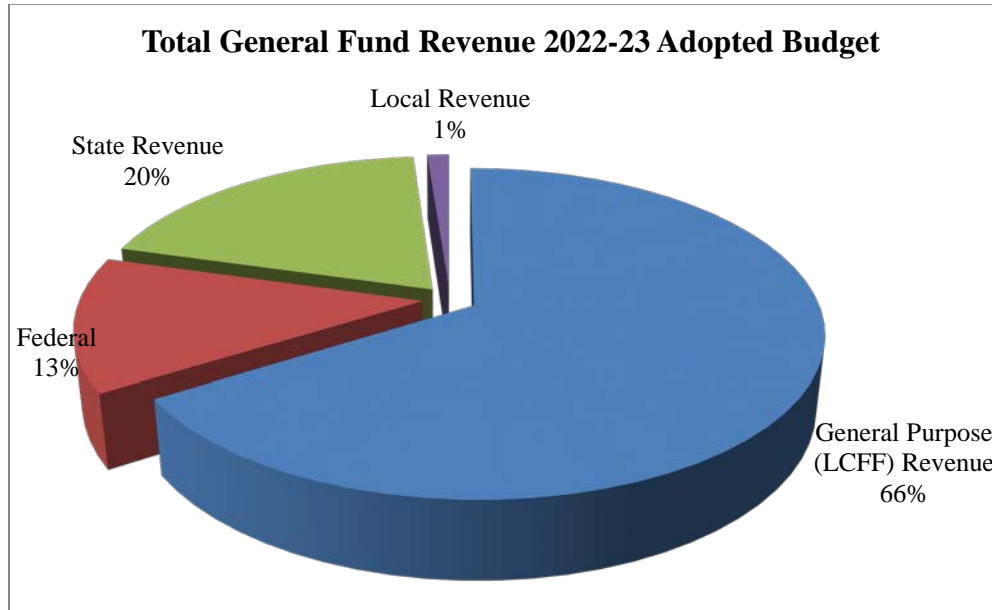
The District receives funding for its general operations from various sources. A summary of the major funding sources is illustrated below:

DESCRIPTION	UNRESTRICTED	COMBINED AMOUNT
General Purpose (LCFF) Revenue	\$454,072,523	\$456,323,702
Federal	\$0	\$91,620,567
State Revenue	\$56,524,860	\$133,686,719
Local Revenue	\$5,910,294	\$8,258,946
TOTAL	\$516,507,677	\$689,889,933

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022



Education Protection Account

As approved by the voters on November 6, 2012, The Schools and Local Public Safety Protection Act of 2012 (Proposition 30) temporarily increased the State's sales tax rate and the personal income tax rates for taxpayers in high tax brackets.

Proposition 30 provides that a portion of K-14 general purpose funds must be utilized for instructional purposes. Revenues generated from Proposition 30 are deposited into an account called the Education Protection Account (EPA). The District receives funds from the EPA based on its proportionate share of statewide general purpose funds. A corresponding reduction is made to its state aid funds.

Subsequently, on November 8, 2016, the voters approved the California Children's Education and Health Care Protection Act (Proposition 55) that maintains increased personal income tax rates for taxpayers in high tax brackets through 2030. Proposition 55 did not extend the sales tax increase; therefore, the temporary sales tax increase expired at the end of calendar year 2016.

K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs (as determined through the account code structure)
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Further, the annual financial audit includes verification that the EPA funds were used as specified by Proposition 30. If EPA funds are not expended in accordance with the requirements of Proposition 30, civil or criminal penalties could be incurred.

Illustrated below is how the District's EPA funds are appropriated for 2022-23. The amounts will be revised throughout the year based on information received from the State.

2022-23 Adopted Budget	
Education Protection Account (EPA) Fiscal Year Ending June 30, 2023	
Estimated EPA Revenues:	
Estimated EPA Funds	\$ 89,031,028
Budgeted EPA Expenditures:	
Certificated Instructional Salaries	\$ 89,031,028
Balance	\$ -

Operating Expenditure Components

The General Fund is used for the majority of the functions within the District. As illustrated below, salaries and benefits comprise approximately 91.7% of the District's unrestricted budget, and approximately 82% of the total General Fund budget.

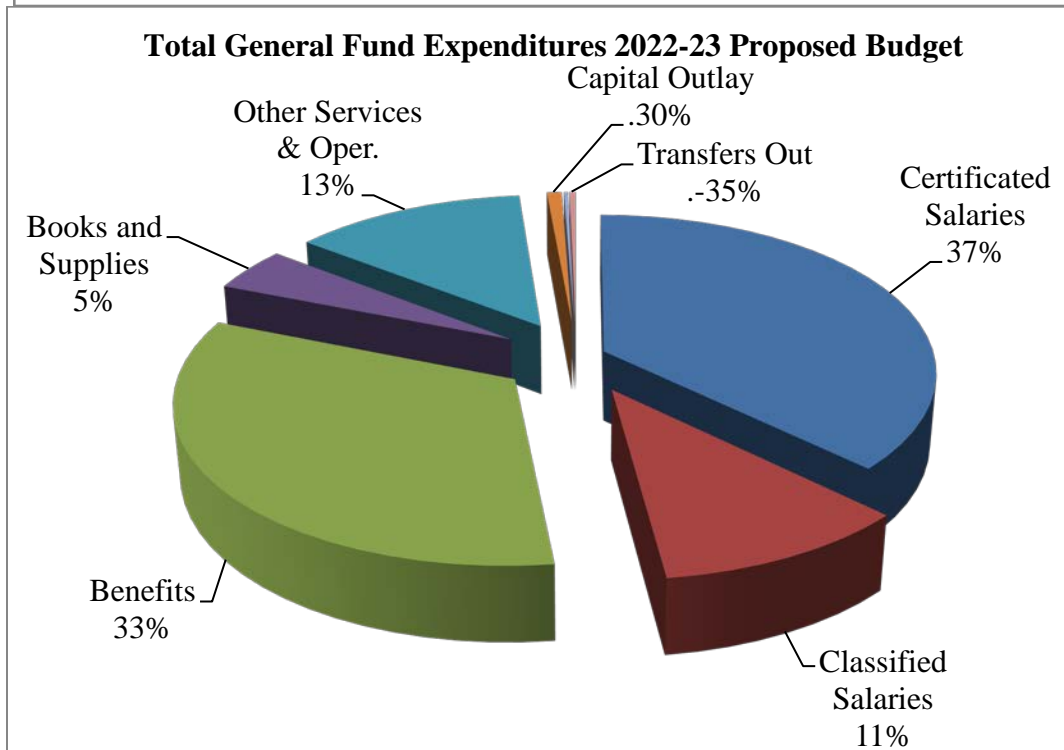
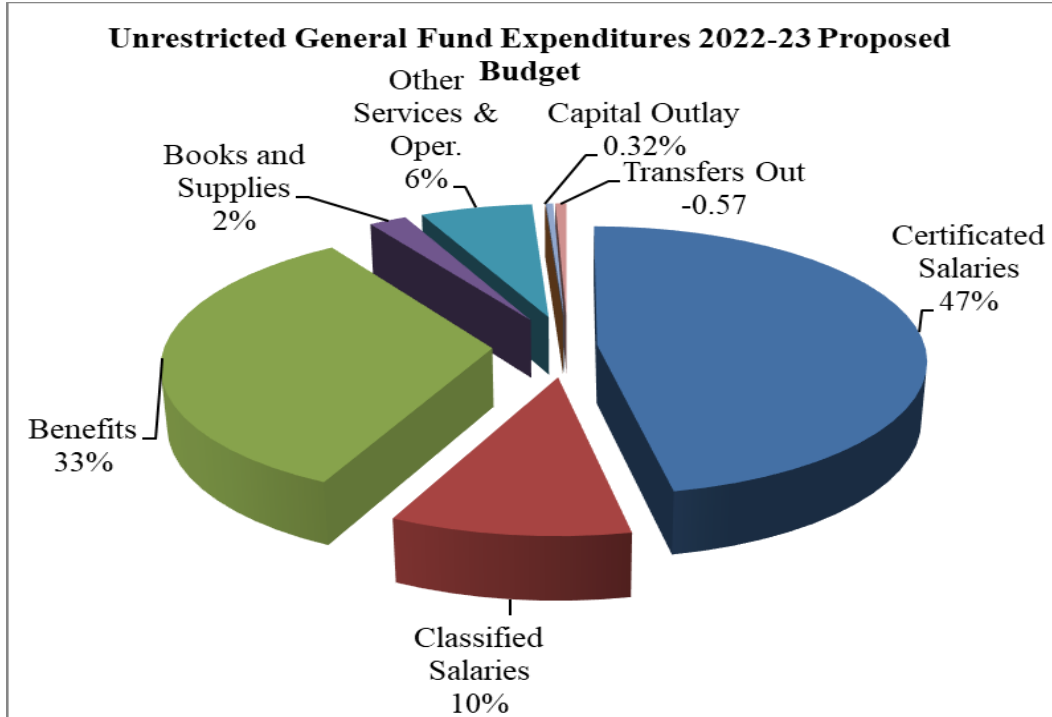
DESCRIPTION	UNRESTRICTED	RESTRICTED	COMBINED
Certificated Salaries	177,131,600	65,846,912	\$242,978,512
Classified Salaries	39,061,130	31,616,783	\$70,677,912
Benefits	126,337,116	89,430,083	\$215,767,200
Books and Supplies	8,011,516	21,326,015	\$29,337,531
Other Services & Oper.	23,735,745	61,790,517	\$85,526,262
Capital Outlay	29,000	5,400,251	\$5,429,251
Other Outgo/Transfer	1,540,000	0	\$1,540,000
Transfers Out	(2,342,426)	0	(2,342,426)
TOTAL	373,503,681	275,410,561	\$648,914,243

Following is a graphical representation of expenditures by percentage:

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022





Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

2022-23 Adopted Budget Table of One Time Funds

Program	2022-23 Budgeted Amount	Use of Funds
Expanded Learning Opportunities Program	10,238,607	Funds will be focused on Summer school staffing and operational costs.
California Community Schools Partnership	1,366,864	To fund 5 FTE Student Support Services Specialists, 2 FTE Instructional Aides along with operational costs and supplies.
ESSER III	48,011,592	To fund 8 FTE School Nurses, 8 FTE Health Aides, 5 FTE Behavior Analysts, 8 FTE School Psychologists, 4 FTE Education Technology Training Specialists, 2 FTE Special Education Administrators of Teaching and Learning, 1 FTE Accountability Coordinator, 1 FTE Assessment Technician, 5 FTE Child Welfare and Attendance Specialists, 15.5 FTE Guidance and Career Counselors/Technicians, 35 FTE Teachers at Capital City, 8 FTE Child Development, 1 FTE Attendance Technician, .75 FTE Campus Monitor, .25 FTE Clerk I, 3.43 FTE Clerk II, .25 FTE Custodian, .96 FTE Morning Duty and 17.41 FTE Noon Duty. Also fund 681,500 6th grade Sly Park trip fees, 4.6M shade structures to expand social distancing, 2.6M ventilation improvements to provide air exchange at school sites, 166.6k visual and performing arts student opportunities, 4M team engagement specific to the needs of students with disabilities (this includes professional learning), 288k college and career experiences/visits to colleges, universities and opportunities with business industry partners, 60k classified Teacher development pipeline and 5% other which includes 3.52% indirect and FTE to support implementation and related activities
ESSER III	3,800,000	To provide educational technology for students with disabilities and staff that aides in regular and substantive educational interactions between students and their special education service providers and special education department staff and families
ELO - ESSER II	1,330,567	Funds will be used to support before and after school programs for expanded learning. Will assist with athletic support due to lack of ASB sales due to COVID.
Title IV Part A	186,628	Funds will be used to support multiple departments with FTE and/or other training and operational costs.
Sac Stem Power	51,719	To fund .4 FTE to support STEM program.
Governors CTE Initiative:	21,476	To fund .2 FTE to continue the CTE Vocational partnership.
Career Technical Education Incentive Grant	722,687	To fund 3.8 FTE Teachers and support staff along with additional operational costs for technical programs at school sites.
Strong Workforce Program	453,226	To fund .5 FTE Administrator and additional operational costs to support the Strong Workforce Program
Learning Communities For School Success	345,144	To fund 3 FTE and additional operational costs to support Enrollment and Attendance departments.
Partnership Academies Program	23,352	To fund .2 FTE to support the criminal justice program.
ELSB Grant	1,076,293	To fund 5.53 FTE, Resource Teacher, Instructional Aides positions along with operational costs to support the Early Literacy Support program.
Local Solutions	102,998	To support teacher training for incoming/retention special teacher.
Local Solutions Educator	109,053	To fund CTC Teacher Residency stipends.
MHSA Bullying	14,772	To fund .1 FTE for Specialist II Bullying and Prevention.



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

COVID Expenditure Summary as of 5/4/2022

COVID Expenditures 2019/20- 05/04/22							
Category	2019-20	2020-21	2021-22 Actuals- 05/04	2021-22 Encumbered	Unspent COVID Exp	TOTAL	%
Facility Projects and Upgrades		3,887,505	4,912,651	7,490,727	30,722,744	47,013,627	15%
Learning Initiatives	55,041	26,898,273	22,977,330	6,414,083	80,116,727	136,461,455	42%
School Safety and COVID Mitigation	72,263	17,097,195	10,786,879	14,864,979	10,884,304	53,705,620	17%
Social, Emotional, Mental Health and Other Support Services	4,072	2,184,790	2,167,556	925,978	21,117,611	26,400,007	8%
Support Staff	182,355	4,846,730	2,947,409	696,028	5,602,046	14,274,568	4%
Technology Initiatives	23,320	16,261,899	5,731,286	102,411	15,940,000	38,058,916	12%
<i>Indirect</i>	9,260	26,858	3,674	3,450,866	3,529,470	7,020,129	2%
	346,311	71,203,250	49,526,786	33,945,072	167,912,903	322,934,323	

General Fund Contributions to Restricted Programs

The following contributions of unrestricted resources to restricted programs are necessary to cover restricted program expenditures in excess of revenue:

Program	2021-22 Estimated Actuals	2022-23 Adopted Budget
Special Education	\$75,243,656	\$79,841,460
Routine Restricted Maintenance Account	\$17,081,000	\$17,081,000
Total	\$92,324,656	\$96,922,460

General Fund Summary

The District's 2022-23 General Fund projects a total operating increase of \$42.1 million resulting in an estimated ending fund balance of \$109.5 million. The components of the District's fund balance are as follows: revolving cash & other nonspendables - \$328,749; restricted programs - \$12,406,217; economic uncertainty - \$12,954,460; Committed: \$41,439,681; assigned - \$25,660,194; unassigned - \$16,669,440. In accordance with SB 858 a detail description of assigned & unassigned balances is illustrated below.



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Description	2022-23 Adopted Budget		
	Unrestricted	Restricted	Combined
NONSPENDABLE			
Revolving Cash/Prepays	\$328,749		\$328,749
TOTAL - NONSPENDABLE	\$328,749	\$0	\$328,749
RESTRICTED			
Restricted Categorical Balances		\$12,406,217	\$12,406,217
TOTAL - RESTRICTED	\$0	\$12,406,217	\$12,406,217
COMMITTED			
Professional Learning	\$3,100,000		\$3,100,000
History/Social Science and World Language Textbook Adoption	\$13,000,000		\$13,000,000
Multi-Tiered Systems of Support	\$400,000		\$400,000
EPOCH anti-bias and anti-racist professional learning	\$400,000		\$400,000
Communications	\$60,000		\$60,000
Summer school programs	\$5,000,000		\$5,000,000
Transitional Kindergarten support	\$48,000		\$48,000
3% Additional Reserve per board policy 3100	\$19,431,681		\$19,431,681
TOTAL - COMMITTED	\$41,439,681		\$41,439,681
ASSIGNED			
2023-24 Projected Deficit	\$3,204,359		\$3,204,359
2024-25 Projected Deficit	\$11,600,296		\$11,600,296
Unrestricted Site Programs	\$383,845		\$383,845
MAA	\$1,121,885		\$1,121,885
2021-22 Unsettled Negotiations	\$9,349,809		\$9,349,809
TOTAL - ASSIGNED	\$25,660,194	\$0	\$25,660,194
RESERVE FOR ECONOMIC UNCERTAINTIES			
Economic Uncertainty (REU-2%)	\$12,954,454		\$12,954,454
TOTAL - RESERVE FOR ECONOMIC UNCERTAINTIES	\$12,954,454	\$0	\$12,954,454
UNASSIGNED/UNAPPROPRIATED	\$16,669,440		\$16,669,440
TOTAL - FUND BALANCE	\$55,612,837	\$12,406,217	\$109,458,735

The Government Financial Officers Association (GFOA) recommends a prudent reserve of 17%, representing two months' average payroll – for the District two months' average payroll is approximately \$82M. The District's reserves above the statutory reserves for economic uncertainty are projected below the GFOA recommendations.

School Staffing and Budget Allocations

The District provides school sites with staffing and budget allocations in preparation for budget development. District budget staff meet (budget development meetings) with school site administrators to review projected enrollment, staffing allocations and revenue allocations to develop school site budgets. The allocations for the 2022-23 fiscal year are attached to the Executive Summary as attachment A.

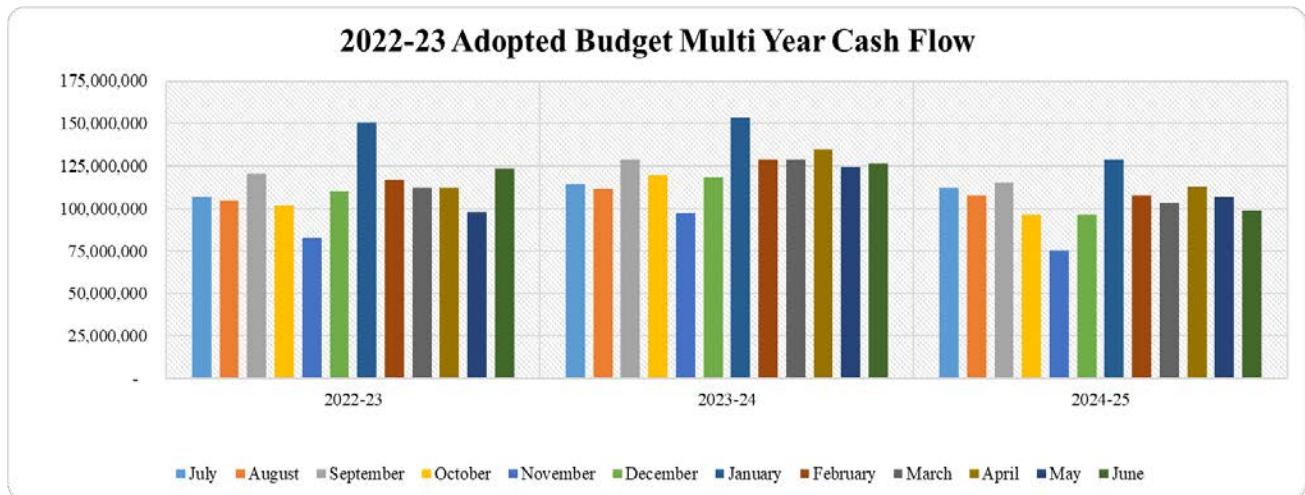
Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Cash Flow

The District prepared cash flows based on the multi-year projections report. For the 2022-23 Proposed Budget and multi-year projections the District projects having a positive cash balance through June 2025. Cash will continue to be closely monitored in order to ensure the District is liquid to satisfy its obligations.



Fund Summaries

Illustrated below is a summary of each Fund's fund balance and corresponding change.

Fund	2022-23 Beginning Fund Balance	Budgeted Net Change	2022-23 Adopted Budget Ending Fund Balance
01 General (Unrestricted and Restricted)	\$67,291,485	\$42,167,249	\$109,458,735
08 Student Activity Fund	\$1,219,952	\$0	\$1,219,952
09 Charter Schools	\$5,209,471	\$2,354,621	\$7,564,092
11 Adult	\$681,523	\$0	\$681,523
12 Child Development	\$186,377	\$0	\$186,377
13 Cafeteria	\$15,655,293	(\$1,494,239)	\$14,161,053
21 Building Fund	\$95,654,639	(\$56,466,253)	\$39,188,386
25 Capital Facilities	\$20,782,401	(\$230,000)	\$20,552,401
35 County School Facilities Fund	\$0	\$0	\$0
49 Capital Projects for Blended Components	\$1,090,778	(\$485,735)	\$605,043
51 Bond Interest and Redemption	\$30,491,953	(\$3,799,000)	\$26,692,953
67 Self-Insurance Fund	\$12,632,456	\$22,476	\$12,654,931



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Other Post Employment Benefits (OPEB)

The District provides post-employment benefits for employees meeting the age and years of service requirements and currently has a total OPEB liability of \$415 million. The District participates in the CalPERS California Employers' Retiree Benefit Trust Fund. For the 2022-23 budget year, the projected Actuarially Determined Contribution (ADC) is \$29,218,878.

Multivear Projection

General Planning Factors:

Illustrated below are the latest factors that districts are expected to utilize as planning factors:

<i>Planning Factor</i>	2021-22	2022-23	2023-24	2024-25
Dept of Finance Statutory COLA	1.70%	6.56%	5.38%	4.02%
Local Control Funding Formula (LCFF) COLA	5.07%	6.56%	5.38%	3.72%
Additional LCFF Investment of \$2.1B (excluded)	N/A	≈3.3%	N/A	N/A
STRS Employer Rates	16.92%	19.10%	19.10%	19.10%
PERS Employer Rates	22.91%	25.37%	25.20%	24.60%
SUI Employer Rates	0.50%	0.50%	0.20%	0.20%
Lottery – Unrestricted per ADA	\$163	\$163	\$163	\$163
Lottery – Prop. 20 per ADA	\$65	\$65	\$65	\$65
One-Time Mandate Discretionary Block Grant Funds (excluded)	\$0	\$1,500	\$0	\$0
Mandate Block Grant for Districts: K-8 per ADA	\$32.79	\$34.94	\$36.82	\$37.98
Mandate Block Grant for Districts: 9-12 per ADA	\$63.17	\$67.31	\$73.16	\$73.16
Mandate Block Grant for Charters: K-8 per ADA	\$17.21	\$18.34	\$19.33	\$19.94
Mandate Block Grant for Charters: 9-12 per ADA	\$47.84	\$50.98	\$53.72	\$55.41
Routine Restricted Maintenance Account (refer to the provisions discussed above)	3% of total GF expend & outgo	3% of total GF expend & outgo	3% of total GF expend & outgo	3% of total GF expend & outgo

Various aspects of the planning factors illustrated above will be further discussed below with the District's specific revenue and expenditure assumptions.



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Revenue Assumptions:

The District's 2021-22 CBEDS enrollment was 38,045, significantly lower by about 1,200 students than what was projected with the 2021-22 Adopted Budget. This greater decline may be due to the continued impact of the COVID-19 pandemic and school closures. The District projects 36,543 enrollment for the 2022-23 budget year. The two subsequent years are being calculated with a .5% enrollment decline. For 2023-24 that is 36,360 and 36,179 for 2024-25. However per the Governor's May Revise, the District projects funding based on the average of three prior year's ADA. Additional State, Federal and Local revenue assumptions are described in the multi-year projections below.

Unrestricted Multi-Year Revenue Projections:

Fiscal Year 2022-23

- LCFF Statutory COLA of 6.56%
- Additional LCFF Investment of 3.3%
- One time Discretionary Block Grant at \$1,500/ADA totaling \$49M
- Contributions to Special Ed were increased by \$4.6M for increased Special Education expenditures per historical trends, contribution is net of 4% COLA increase to AB 602 funding

Fiscal Year 2023-24

- LCFF COLA of 5.38%
- Federal Revenues projected to remain constant
- State revenues projected to decrease by \$49M for the removal of 1x \$1,500 per ADA funding in 2022-23
- Local Revenue is projected to remain constant
- Contributions to Special Ed were increased by approximately \$8.2M for increased Special Education expenditures per historical trends

Fiscal Year 2024-25

- LCFF COLA of 4.02%
- Federal and State Revenues projected to remain constant
- Local Revenue is projected to remain constant
- Contributions to Special Ed were increased by approximately \$8.7M for increased Special Education expenditures per historical trends

Restricted Multi-Year Revenue Projections:

Fiscal Year 2022-23

- Federal Revenue includes projected ongoing awards carryover funds and the removal funds related to one time and expiring grants like CARES, ESSER I/II, IPI and ELO

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

- State Revenue includes projected ongoing awards and \$4.2M increase in AB602 special education funding
- Local Revenue includes carryover funds for local grants
- Contributions to Special Ed were increased by \$4.6M to restore 2021-22 one-time savings and increased Special Education expenditures per historical trends, contribution is net of restoring AB 602 funding

Fiscal Year 2023-24

- Federal Revenue was reduced by \$3.5M to remove carryover of \$186K – Title IV, \$1.36M CA Schools Community Partnership Program and \$1.3M Expanded Learning Opportunities Grant
- State Revenue was reduced by \$2.6M to remove carryover of \$1.2M CTE programs, \$345K Learning Communities grant, \$23K Partnership academies, and 1M in other state revenue
- Local Revenue is projected to decline \$227K with the removal of one time funds
- Contributions to Special Ed were increased by approximately \$8.2M for increased Special Education expenditures per historical trends

Fiscal Year 2024-25

- Federal revenue reduced by \$51.2M to remove ESSER III Funds
- State and Local revenue remain constant
- Contributions to Special Ed were increased by approximately \$8.7M for increased Special Education expenditures per historical trends.

Expenditure Assumptions:

Unrestricted Multi-Year Expenditure Projections:

Fiscal Year 2022-23

- SCTA Certificated salaries include 4% ongoing salary increase negotiated in 2021-22
- \$8.3M in concentration plus expenditures to provide direct services to students at high needs school sites
- Certificated step and column costs are included at actual increased amounts and SEIU salaries include 4% ongoing salary increase negotiated in 2021-22
- Other certificated salary adjustments include restoring expenditures for one-time vacancy savings, positions for summer school and aligning FTE to enrollment
- Classified step costs are reflected at actual amounts.
- Adjustments to benefits reflect the effects of salary changes noted above, program adjustments, expected increases to employer pension costs for STRS and PERS
- Books and Supplies have been adjusted to account for one-time expenditures related to carryover and the removal of \$5M in textbooks approved in the Fiscal Recovery Plan

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

- Services have been adjusted to apply appropriate operational increases (rate changes) and to remove one-time expenditures
- Transfers outs are projected to decrease due by \$266K as the charter schools are not projected the need for a contribution
- Indirect costs from restricted programs are expected to decrease due to program adjustments noted above

Fiscal Year 2023-24

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include aligning FTE to enrollment decline with a reduction of 6 FTE
- Classified step costs are expected to increase by .70% each year
- STRS contribution to remain flat and PERS contribution slight decrease of .17%
- Adjustments to benefits of \$4.6M reflect the effects of salary changes noted above, program adjustments, costs and the additional increase for health benefits offset by a decrease in unemployment insurance
- Books and Supplies have been adjusted by \$5M to add back FRP textbook reduction, and by \$55K to account for increased supplemental and concentration funding
- Services have been adjusted by \$55K to account for increased supplemental and concentration funding
- Transfers out remains constant
- Indirect costs from restricted programs are expected to decrease due to program adjustments

Fiscal Year 2024-25

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include aligning FTE to enrollment decline with a reduction of 6 FTE
- Classified step costs are expected to increase by .70% each year
- STRS to remain constant and PERS to decrease by .6%
- Adjustments to benefits of \$5.2M reflect the effects of salary changes noted above, insurance and the additional increase for health benefits
- Books and Supplies have been adjusted by \$1.8M to account for increased supplemental and concentration funding
- Services have been adjusted by \$1.8M to account for increased supplemental and concentration funding
- Transfers out remains constant
- Indirect costs from restricted programs are expected to remain constant

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Restricted Multi-Year Expenditure Projections:

Fiscal Year 2022-23

- SCTA Certificated Salaries include 4% ongoing salary increase negotiated in 2021-22
- Certificated step and column costs are included at actual increased amounts
- Other certificated salary adjustments include restoring expenditures for one-time savings, additional positions for special education services
- Classified step costs are reflected at actual amounts, SEIU salaries include 4% ongoing salary increase negotiated in 2021-22 and adjustments have been made for additional special education services
- Adjustments to benefits reflect the effects of salary changes noted above, program adjustments, expected increases to employer pension costs for STRS and PERS and the additional increase for health benefits
- Books and Supplies have been adjusted to account for one-time expenditures including CARES/COVID and additional special education expenditures.
- Services have been adjusted to account for one-time expenditures including CARES/COVID funds and additional special education services
- Indirect costs are expected to decrease due to program adjustments

Fiscal Year 2023-24

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include removing expenditures for one-time expenses, budgeting the remainder of the ELO grant funds and additional positions for special education services
- Classified step costs are expected to increase by .70% each year
- Other classified salary adjustments include removing expenditures for one-time expenses including carryover funds and ELOP funds, offset with additional positions for special education services
- Decrease to benefits of \$331K to reflect the effects of salary changes noted above, program adjustments, expected decrease in pension rates, and the removal of one-time expenditures offset by the additional increase for health benefits
- Books and Supplies have been decreased by \$685K to account for one-time expenditures of \$780K including ESSER III and ELOP, carryover funds and offset by additional special education services of \$93K
- Services have been reduced by \$5.5M to account for one-time expenditures of \$7.8M including ESSER III and ELOP, carryover funds and offset by additional special education services
- Indirect costs are expected to decrease due to program adjustments

Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Fiscal Year 2024-25

- Certificated step and column costs are expected to increase by 1.4% each year
- Other certificated salary adjustments include the removal ESSER III grant expenditures of \$14M offset by additional positions for special education services of \$2.6M
- Classified step costs are expected to increase by .70% each year and adjustments have been made for the removal of ESSER III grant expenditures of \$7M and additional special education services
- Reduction to benefits of \$9.2M reflect the effects of salary changes noted above, program adjustments, and removal of ESSER III Funds of \$12.7M, offset by additional Special education benefit costs of 2.5M
- Books and Supplies have been adjusted down by \$6.2 to account for ESSER III of \$6.3M offset by \$99K in additional special education services
- Services have been adjusted down by \$2.2M to remove \$4.6M in ESSER III expenditures offset by additional special education services of \$2.4M
- Indirect costs are expected to decrease due to program adjustments above.

2021-22 Estimated Ending Fund Balances:

In preparation of the 2022-23 Proposed Budget, estimated actuals for the 2021-22 unrestricted fund balance decreased significantly due to the \$47M penalty as a result of a loss in instructional days in the 2021-22 year. The District plans to pursue a State Waiver and make up the lost instructional days in subsequent fiscal years, but per audit guidance the District has recognized the potential liability within the 2021-22 estimated actuals.

The restricted ending fund balance increased by \$5.7M from the Third Interim report. The major change in the restricted fund balance is due to the following revenue adjustments for the following programs:

- \$6.8M– Educator Effectiveness Grant
- (\$1M) – Restricted Maintenance Account

During 2021-22 fiscal year, the District estimates that the General Fund is projected to have an unrestricted deficit of approximately \$61 million resulting in an unrestricted ending General Fund balance of approximately \$42 million and a surplus of \$2.4M for restricted resources resulting in a restricted ending fund balance of \$24.6M.

During 2022-23 budget year, the District estimates that the unrestricted General Fund is projected to increase by approximately \$54 million resulting in an unrestricted ending General Fund balance of \$97 million. The multi-year projections provided in the following table includes the balances from the 2021-22 estimated actuals and the revenue and expenditure assumptions described above.



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

2022-23 Adopted Budget and Multi-Year Projections

Description	Adopted Budget 2022-23			Projection 2023-24			Projection 2024-25		
	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined	Unrestricted	Restricted	Combined
Revenue									
General Purpose	454,072,523	2,251,179	456,323,702	461,785,056	2,251,179	464,036,235	473,242,204	2,251,179	475,493,383
Federal Revenue	-	91,620,567	91,620,567	-	88,149,711	88,149,711	-	36,924,916	36,924,916
State Revenue	56,524,860	77,161,859	133,686,719	7,360,620	74,519,681	81,880,301	7,360,620	74,519,681	81,880,301
Local Revenue	5,910,294	2,348,651	8,258,946	5,910,294	2,121,378	8,031,673	5,910,294	2,121,378	8,031,673
Total Revenue	516,507,677	173,382,256	689,889,933	475,055,970	167,041,949	642,097,919	486,513,118	115,817,154	602,330,273
Expenditures									
Certificated Salaries	177,131,600	65,846,912	242,978,512	176,000,756	66,447,785	242,448,542	177,972,053	55,449,760	233,421,813
Classified Salaries	39,061,130	31,616,783	70,677,912	39,273,762	30,912,908	70,186,671	39,548,679	24,825,156	64,373,835
Benefits	126,337,116	89,430,083	215,767,200	129,990,067	89,098,950	219,089,017	135,264,322	79,819,759	215,084,081
Books and Supplies	8,011,516	21,326,015	29,337,531	13,120,436	20,640,125	33,760,561	14,911,991	14,431,042	29,343,033
Other Services & Oper. Expenses	23,735,745	61,790,517	85,526,262	23,790,665	56,279,371	80,070,036	25,582,220	53,993,819	79,576,038
Capital Outlay	29,000	5,400,251	5,429,251	29,000	5,400,251	5,429,251	29,000	816,918	845,918
Other Outgo 7xxx	1,540,000	-	1,540,000	1,540,000	-	1,540,000	1,540,000	-	1,540,000
Transfer of Indirect 73xx	(8,279,893)	7,088,334	(1,191,558)	(8,279,893)	6,562,902	(1,716,991)	(8,279,893)	4,956,995	(3,322,898)
Budget Reductions	-	-	-	-	(1,116,305)	(1,116,305)	-	(2,542,748)	(2,542,748)
Total Expenditures	367,566,215	282,498,895	650,065,110	375,464,795	274,225,988	649,690,783	386,568,372	231,750,700	618,319,072
Deficit/Surplus	148,941,463	(109,116,639)	39,824,823	99,591,176	(107,184,039)	(7,592,863)	99,944,747	(115,933,546)	(15,988,799)
Transfers in/(out)	2,342,426	-	2,342,426	2,342,426	-	2,342,426	2,342,426	-	2,342,426
Contributions to Restricted	(96,922,460)	96,922,460	-	(105,137,961)	105,137,961	-	(113,887,468)	113,887,468	-
Net increase (decrease) in Fund Balance	54,361,429	(12,194,179)	42,167,249	(3,204,359)	(2,046,078)	(5,250,437)	(11,600,296)	(2,046,078)	(13,646,373)
Beginning Balance	42,691,089	24,600,396	67,291,485	97,052,518	12,406,217	109,458,735	93,848,158	10,360,139	104,208,298
Ending Balance	97,052,518	12,406,217	109,458,735	93,848,158	10,360,139	104,208,298	82,247,863	8,314,062	90,561,924
Revolving/Stores/Prepays	328,749		328,749	328,749		328,749	328,749		328,749
Reserve for Econ Uncertainty (2%)	12,954,454		12,954,454	12,946,967		12,946,967	12,319,533		12,319,533
Restricted Programs	-	12,406,217	12,406,217	-	10,360,139	10,360,139	-	8,314,062	8,314,062
Committed	41,439,681		41,439,681	41,439,681		41,439,681	41,439,681		41,439,681
Other Assignments	25,660,194		25,660,194	13,106,026		13,106,026	1,505,730		1,505,730
Unappropriated Fund Balance	16,669,440	-	16,669,440	26,026,736	-	26,026,736	26,654,170	-	26,654,170
<i>Unappropriated Percent</i>			<i>0</i>			<i>0</i>			<i>0</i>



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

Conclusion:

The District is projected to satisfy the 2% required reserve for economic uncertainties in 2022-23, 2023-24 and in 2024-25. However, the District's projected unrestricted deficit spending is projected to persist as follows:

-\$3.2M in 2023-24
-\$11.6M in 2024-25

At the December 16, 2021 Board Meeting, the Board of Trustees approved a Fiscal Recovery Plan in the amount of \$5.3M approximately, including a one-time \$5M textbook reduction. Based on the multi-year projections, the District projects an ongoing needed solution of \$11.6M. Therefore, an ongoing budget solution is still required in order for the District to achieve a balanced budget.

Additional Considerations:

The District's projections indicate that the deficit has not been eliminated and continues through the multi-year projections and although cash flow projections indicate cash balance ends with a positive balance, it continues to deteriorate along, due to a persistent structural deficit. These fiscal issues must be resolved in order for the District to achieve a balanced budget.

The District's budget has been disapproved for three years (2018-2019, 2019-2020 and 2020-2021) and the Sacramento County Office of Education conditionally approved the 2021-22 budget.

Risks:

Uncertainty regarding on-going State funding for K12 Districts, additional unfunded COVID-19 related expenses such as health benefits, unemployment insurance and a significant decline in enrollment.

Opportunities:

Improved State Budget and funding for K12 Districts, increased enrollment and a Fiscal Recovery Plan sufficient to achieve a balanced budget. Potential to make up the instructional days lost during the 2021-22 school year through the State waiver process.

Continuation of County Oversight

County superintendents are required by statute to continually monitor districts for fiscal distress. If the district has a negative certification, a disapproved budget, or the county superintendent



Board of Education Executive Summary

Business Services

Fiscal Year 2022-2023 Adopted Budget for All Funds & Education Protection Account
June 23, 2022

determines that the district may be unable to meet its financial obligations, the county superintendent can:

- Stay or rescind any action that is determined to be inconsistent with the ability of the district to meet its obligations for the current or subsequent fiscal year, and
- Assist in developing a budget for the subsequent fiscal year.

The District's budget has been disapproved for three years (2018-2019, 2019-2020 and 2020-2021) by the Sacramento County Office of Education.

The Sacramento County superintendent continues to work with the district until the budget for the subsequent year is approved and may stay or rescind any actions up to that point. The county superintendent can only approve the budget if it is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments and resolves problems identified in the evaluations and audits, which determined that the school district is in fiscal distress.

SCOE must continue its current level of oversight and support of the district through the end of this fiscal year and into the next until the district determines all its potential expenditures going forward and adopts a budget that eliminates its structural deficit and allows it to meet its multiyear financial commitments.

Elementary School Staffing/Budget Allocations 2022-23

General Fund

Position	No. of Students	No. of FTEs or Hours per Formula	Other Information
Principal		1.0 FTE	
Assistant Principal	700 - 800	.50 FTE	
	≥ 801	1.0 FTE	
Teacher, K-3	24	1.0 FTE	Based on CBA
Teacher, 4-6	33		
Office Manager/Secretary		1.0 FTE	
Clerk/Other Clerical	≤ 450	3.5 hours	
	451 - 650	6 hours	
	≥ 651	8 hours	
School Plant Operation Manager		1.0 FTE	
Custodian		1.0 FTE	
Breakfast Duty			Based on Nutrition Services allocations.
Noon Duty		2.0 hours +1.0 hour per 110 students	
Stipends:			
- Assessment Coordinators	≤ 399	\$615	
	≥ 400	\$1,400	
- Head teachers		\$113.33/month	
Teacher Substitutes		5.0 days per teacher	
Classified Clerical Substitutes		5 days total	
School Plant Operation Manager/Custodial Substitutes		5 days total	
Classroom Supplies/ Small Equipment/Other		\$51 per student	Textbooks and Custodial Supplies funded centrally.

K-8 School Staffing/Budget Allocations 2022-23

General Fund

Position	No. of Students	No. of FTEs or Hours per Formula	Other Information
Principal		1.0 FTE	
Assistant Principal	≥ 751	1.0 FTE	Consideration given for number of students in 7-8 grades.
Teacher, K-3	24	1.0 FTE	Based on CBA
Teacher, 4-6	33		
Teacher, 7-8	31		
Office Manager/Secretary		1.0 FTE	
Clerk/Other Clerical	≤ 450	3.5 hours	
	451 - 650	6.0 hours	
	≥ 651	8 hours	
School Plant Operation Manager		1.0 FTE	
Custodian			Maintain current staffing.
Breakfast Duty			Based on Nutrition Services allocations.
Noon Duty		2.0 hours +1.0 hour per 110 students	
Stipends: - Assessment Coordinators	≤ 399 ≥ 400	\$615 \$1,400	
- Head teachers		\$113.33/month	
Librarians			Maintain Current Staffing. (Based on SCTA Agreement)
Counselor			Maintain Staffing based on SCTA CBA
Campus Monitor		Maintain current staffing	
Teacher Substitutes		5.0 days per teacher	
Classified Clerical/Campus Monitor Substitutes		5 days total	
School Plant Operation Manager/Custodial Substitutes		5 days total	
Classroom Supplies/ Small Equipment/Other		\$51 per K-6 student \$56 per 7-8 student	Textbooks and Custodial Supplies funded centrally.

Middle School Staffing/Budget Allocations 2022-23

General Fund

Position	No. of Students	No. of FTEs or Hours per Formula	Other Information
Principal		1.0 FTE	
Assistant Principal		1.0 FTE	Formula revised in 2015-16.
Teacher, 7-8	31	1.0 FTE	Based on CBA
Office Manager/Secretary		1.0 FTE	
Clerk/Other Clerical	≤ 800	3.0 FTE	
	801 - 1,000	3.5 FTE	
	$\geq 1,001$	4.0 FTE	
School Plant Operation Manager		1.0 FTE	
Custodian			Maintain current staffing.
Campus Monitor		1.0 FTE + 1 hour per 133 students	
Librarian			Maintain current staffing. (Based on SCTA Agreement)
Counselor			Maintain staffing based on SCTA CBA
Teacher Substitute		5.0 days per teacher	
Classified Clerical/Campus Monitor Substitute		5 days total	
School Plant Operation Manager/Custodial Substitute		5 days total	
Classroom Supplies/ Small Equipment/Other		\$56 per student	Textbooks and Custodian Supplies funded centrally.

Grade 7-12 School Staffing/Budget Allocations 2022-23

General Fund

Position	No. of Students	No. of FTEs or Hours per Formula	Other Information
Principal		1.0 FTE	
Assistant Principal		1.0 FTE	
Office Manager/Secretary		1.0 FTE	
Teacher, 7-8	31	1.0 FTE	Based on CBA
Teacher, 9-12	32		
Clerk/Other Clerical	501-1099	3.0 FTE	Site determines combination of Controller/Bookkeeper/Attendance Tech/Registrar/Other Clerical.
Custodian			Maintain current staffing.
School Plant Operation Manager		1.0 FTE	
Campus Monitor	≤ 500	1.0 FTE +1 hr per 133 students	
Librarian or Media Technician	301 – 600 601 – 1099	.5 FTE 1.0 FTE	Maintain current staffing. (Based on SCTA Agreement)
Counselor			Maintain staffing based on SCTA CBA
Teacher Substitute		5.0 days per teacher	
Classified Clerical/Campus Monitor Substitute		5 days total	
School Plant Operation Manager/Custodial Substitute		5 days total	
Classroom Supplies/ Small Equipment/Other		\$86 per HS student \$56 per MS student	Textbooks and Custodial Supplies funded centrally.

*Allocated per enrollment

High School Staffing/Budget Allocations 2022-23

General Fund

Position	No. of Students	No. of FTEs or Hours per Formula	Other Information
Principal		1.0 FTE	
Assistant Principal	$\leq 1,000$	1.0 FTE	
	$\geq 1,001 - 1,999$	2.0 FTE	
	$\geq 2,000$	3.0 FTE	
Teacher, 9-12	32	1.0 FTE	Based on CBA
Office Manager/Secretary		1.0 FTE	
Clerk/Other Clerical	$\leq 1,099$	3.5 FTE	Reduced due to Enrollment Center in 2012-13.
	1,100 - 1,999	7.0 FTE	
	2,000 - 2,299	8.0 FTE	
	$\geq 2,300$	10.0 FTE	
School Plant Operation Manager		1.0 FTE	
Custodian			Maintain current staffing.
Campus Monitor	≤ 850	1.0 FTE	
	≥ 851	3.0 FTE + 1 hour per 133 students	
Librarian			Maintain current staffing. (Based on SCTA Agreement)
Counselor			Maintain staffing based on SCTA CBA
Teacher Substitute		5.0 days per teacher	
Classified Clerical/Campus Monitor Substitute		5 days	Per Classified Clerical/Campus Monitor FTE.
School Plant Operation Manager/Custodial Substitute		5 days	Per School Plant Operation Manager/Custodial FTE.
Classroom Supplies/ Small Equipment/Other		\$86 per student	Textbooks and Custodial Supplies funded centrally.
Lead SLC Teacher		\$10,000 (per large comprehensive high school)	

Small High School Staffing/Budget Allocations 2022-23

General Fund

Position	No. of Students	No. of FTEs or Hours per Formula	Other Information
Principal		1.0 FTE	
Teacher, 9-12	32	1.0 FTE	Based on CBA
Office Manager/Secretary	≤ 300	1.0 FTE	Site determines combination of Office Manager/Controller/ Bookkeeper/Attendance Tech/Registrar.
Clerk/Other Clerical	301 - 500	1.5 FTE	
School Plant Operation Manager		1.0 FTE	
Custodian			Maintain current staffing.
Campus Monitor	≤ 500	1.0 FTE	
Librarian or Media Technician	301 - 500	.5 FTE	Maintain current staffing. (Based on SCTA Agreement)
Counselor			Maintain staffing based on SCTA CBA
Teacher Substitute		5.0 days per teacher	
Classified Clerical/Campus Monitor Substitute		5 days	Per Classified Clerical/Campus Monitor FTE.
School Plant Operation Manager/Custodial Substitute		5 days	Per School Plant Operation Manager/Custodial FTE.
Classroom Supplies/ Small Equipment/Other		\$86 per student	Textbooks and Custodial Supplies funded centrally.

Adopted Fiscal Year 2022-2023 Budget for All Funds



Guiding Principle

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

Board of Education
June 23, 2022

Sacramento City Unified School District

Board of Education

Christina Pritchett, President, Area 3
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Lisa Allen, Deputy Superintendent
Brian Heap, Chief Communications Officer
Bob Lyons, Chief Information Officer
Cancy McArn, Chief Human Resource Officer
Rose F. Ramos, Chief Business and Operations Officer
Christine Baeta, Chief Academic Officer

TABLE OF CONTENTS

DISTRICT CERTIFICATION OF 2022-23 BUDGET REPORT	1
CRITERIA AND STANDARDS	6
MULTIYEAR PROJECTIONS	36
GENERAL FUND	
GENERAL FUND DEFINITION.....	43
GENERAL FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	44
SPECIAL REVENUE FUNDS	
SPECIAL REVENUE FUND DEFINITION.....	53
STUDENT ACTIVITY FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	54
CHARTER SCHOOLS FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	62
ADULT EDUCATION FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	69
CHILD DEVELOPMENT FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	75
CAFETERIA FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	81
CAPITAL PROJECTS FUNDS	
CAPITAL PROJECTS FUND DEFINITION.....	87
BUILDING FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	88
CAPITAL FACILITIES FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	94
COUNTY SCHOOL FACILITIES - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	100
CAPITAL PROJECT FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	106
DEBT SERVICES FUNDS	
DEBT SERVICE FUND DEFINITION.....	112
BOND INTEREST AND REDEMPTION FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	113
PROPRIETARY FUNDS	
PROPRIETARY FUND DEFINITION.....	118
SELF-INSURANCE FUND - REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE.....	119
AVERAGE DAILY ATTENDANCE	125
CASH FLOW WORKSHEET	130

ANNUAL BUDGET REPORT:

July 1, 2022 Budget Adoption

Insert "X" in applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Serna Center Front
Lobby at 5745 47th
Avenue,
Sacramento CA

Place: Serna Center Board
Meeting Room at
5745 47th Avenue,
Sacramento CA

Date: June 06, 2022

Date: June 09, 2022

Time: 06:00 PM

Adoption Date: June 23, 2022

Signed: _____
Clerk/Secretary of
the Governing
Board
(Original signature
required)

Contact person for additional information on the budget reports:

Name: Rose Ramos
Title: Chief Business and
Operations Officer

Telephone: 916-6439055
E-mail: rose-f-ramos@scusd.edu

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X

3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.		X
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X

		If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2021-22) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?		X
		• If yes, do benefits continue beyond age 65?		X
		• If yes, are benefits funded by pay-as-you-go?	X	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Approval date for adoption of the LCAP or approval of an update to the LCAP:	Jun 23, 2022	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X

A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).		X
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of
Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

_____	Total liabilities actuarially determined:	\$ _____
	Less: Amount of total liabilities reserved in budget:	\$ _____
	Estimated accrued but unfunded liabilities:	\$ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

_____ The District participates in the Schools Insurance Authority JPA

_____ This school district is not self-insured for workers' compensation claims.

Signed _____ Date of Meeting: _____
Clerk/Secretary of the Governing Board
(Original signature required)

For additional information on this certification, please contact:

Name: _____ Rose Ramos
Title: _____ Chief Business and Operations Officer
Telephone: _____ 916-643-9055
E-mail: _____ rose-f-ramos@scusd.edu

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

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the

previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

34,558.72
District's ADA Standard Percentage Level: 1.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2019-20)	District Regular	38,417	38,388	
	Charter School	1,687		
	Total ADA	40,104	38,388	4.3% Not Met
Second Prior Year (2020-21)	District Regular	38,436	38,220	
	Charter School	1,662		
	Total ADA	40,098	38,220	4.7% Not Met
First Prior Year (2021-22)	District Regular	37,547	38,139	
	Charter School	1,617	0	
	Total ADA	39,164	38,139	2.6% Not Met
Budget Year (2022-23)	District Regular	36,317		
	Charter School	0		
	Total ADA	36,317		

1B. Comparison of District ADA to the Standard

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

1a. STANDARD NOT MET - Funded ADA was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Funded ADA was estimated above the standard due to the hold harmless provision which allowed the District to utilize the funded ADA from the 2019-20 year.

1b. STANDARD NOT MET - Funded ADA was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Funded ADA was estimated above the standard due to the hold harmless provision which allowed the District to utilize the funded ADA from the 2019-20 year.

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years

by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

34,558.7

District's Enrollment Standard Percentage Level:

1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	CBEDS Actual	Enrollment Variance Level	Status	
			(If Budget is greater than Actual, else N/A)		
Third Prior Year (2019-20)	District Regular	40,235	40,408	N/A	Met
	Charter School				
	Total Enrollment	40,235	40,408		
Second Prior Year (2020-21)	District Regular	40,383	39,003	3.4%	Not Met
	Charter School				
	Total Enrollment	40,383	39,003		

First Prior Year (2021-22)					
	District Regular	39,703	38,045		
	Charter School				
	Total Enrollment	39,703	38,045	4.2%	Not Met
Budget Year (2022-23)					
	District Regular	36,543			
	Charter School				
	Total Enrollment	36,543			

2B. Comparison of District Enrollment to the Standard

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

- 1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

The enrollment for the first prior year was not met due to the District seeing a larger decrease than the historical average and this may be primarily related to the COVID-19 pandemic.

- 1b. STANDARD NOT MET - Enrollment was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

The enrollment for the past two years was not met due to the District seeing a larger decrease than the historical average and this may be primarily related to the COVID-19 Pandemic.

3. CRITERION: ADA to Enrollment

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

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

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year		P-2 ADA	Enrollment	Historical Ratio of ADA to Enrollment
		Estimated/Unaudited Actuals	CBEDS Actual	
		(Form A, Lines A4 and C4)	(Criterion 2, Item 2A)	
Third Prior Year (2019-20)				
	District Regular	38,220	40,408	
	Charter School		0	
	Total ADA/Enrollment	38,220	40,408	94.6%
Second Prior Year (2020-21)				
	District Regular	38,220	39,003	
	Charter School	0		
	Total ADA/Enrollment	38,220	39,003	98.0%

First Prior Year (2021-22)				
District Regular		32,673	38,045	
Charter School				
Total ADA/Enrollment		32,673	38,045	85.9%
Historical Average Ratio:				92.8%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):				93.3%

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

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year		Estimated P-2 ADA	Enrollment	Ratio of ADA to Enrollment	Status
		Budget (Form A, Lines A4 and C4)	Budget/Projected (Criterion 2, Item 2A)		
Budget Year (2022-23)	District Regular	34,559	36,543	94.6%	Not Met
	Charter School	0			
	Total ADA/Enrollment	34,559	36,543		
1st Subsequent Year (2023-24)	District Regular	34,386	36,360	94.6%	Not Met
	Charter School				
	Total ADA/Enrollment	34,386	36,360		
2nd Subsequent Year (2024-25)	District Regular	34,214	36,179	94.6%	Not Met
	Charter School				
	Total ADA/Enrollment	34,214	36,179		

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

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

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The projected P-2 ADA is above the standard due to the 2021-22 experiencing a significant decline in ADA to enrollment as a result of the COVID-19 pandemic which subsequently lowered our standard ratio below historical averages prior to the pandemic. As of the 2022-23 Budget the District projects returning to pre-pandemic ADA to enrollment ratio levels.

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA) and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

- LCFF Revenue
- Basic Aid
- Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	38,242.76	36,420.56	35,227.05	34,489.15
b. Prior Year ADA (Funded)		38,242.76	36,420.56	35,227.05
c. Difference (Step 1a minus Step 1b)		(1,822.20)	(1,193.51)	(737.90)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		(4.76%)	(3.28%)	(2.09%)
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		434,970,517.00	454,072,523.00	461,785,056.00
b1. COLA percentage		9.85%	5.38%	4.02%
b2. COLA amount (proxy for purposes of this criterion)		42,844,595.92	24,429,101.74	18,563,759.25
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		9.9%	5.4%	4.0%
Step 3 - Total Change in Population and Funding Level				
(Step 1d plus Step 2c)		5.1%	2.1%	1.9%
LCFF Revenue Standard (Step 3, plus/minus 1%):		4.09% to 6.09%	1.10% to 3.10%	0.93% to 2.93%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	118,406,880.00	118,406,880.00	118,406,880.00	118,406,880.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

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

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	401,810,204.00	467,912,210.00	475,624,743.00	487,081,891.00
District's Projected Change in LCFF Revenue:		16.45%	1.65%	2.41%
LCFF Revenue Standard		4.09% to 6.09%	1.10% to 3.10%	0.93% to 2.93%
Status:		Not Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

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

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

Projected change in LCFF is outside standard from the 21-22 to 2022-23 due to the 2021-22 year including an estimated \$47M penalty for a loss of instructional days and instructional minutes as a result of school closures related to strike days.

5. CRITERION: Salaries and Benefits

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

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

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits	Total Expenditures	
	(Form 01, Objects 1000-3999)	(Form 01, Objects 1000-7499)	
Third Prior Year (2019-20)	300,961,267.98	322,052,655.05	93.5%
Second Prior Year (2020-21)	301,601,587.00	327,117,964.02	92.2%
First Prior Year (2021-22)	344,781,764.92	372,104,208.90	92.7%
Historical Average Ratio:			92.8%

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	District's Reserve Standard Percentage (Criterion 10B, Line 4):	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	89.8% to 95.8%	89.8% to 95.8%	89.8% to 95.8%

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

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not,

enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits
	Salaries and Benefits	Total Expenditures	
	(Form 01, Objects 1000-3999)	(Form 01, Objects 1000-7499)	

Fiscal Year	(Form MYP, Lines B1-B3)	(Form MYP, Lines B1-B8, B10)	to Total Unrestricted Expenditures	Status
Budget Year (2022-23)	342,529,845.96	367,566,214.87	93.2%	Met
1st Subsequent Year (2023-24)	345,264,585.56	375,464,794.47	92.0%	Met
2nd Subsequent Year (2024-25)	352,785,053.47	386,568,371.94	91.3%	Met

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

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

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

Explanation:
(required if NOT met)

- 6. **CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	5.09%	2.10%	1.93%
2. District's Other Revenues and Expenditures			
Standard Percentage Range (Line 1, plus/minus 10%):	-4.91% to 15.09%	-7.90% to 12.10%	-8.07% to 11.93%
3. District's Other Revenues and Expenditures			
Explanation Percentage Range (Line 1, plus/minus 5%):	0.09% to 10.09%	-2.90% to 7.10%	-3.07% to 6.93%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
----------------------------	--------	--------------------------------------	--

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

First Prior Year (2021-22)	181,608,450.15		
Budget Year (2022-23)	91,620,566.87	(49.55%)	Yes
1st Subsequent Year (2023-24)	88,149,711.00	(3.79%)	Yes
2nd Subsequent Year (2024-25)	36,924,916.02	(58.11%)	Yes

Explanation:
(required if Yes)

Federal revenues decreased in the budget year and two subsequent years primarily due to the removal of one-time COVID related funding sources.

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

First Prior Year (2021-22)	109,717,960.95		
Budget Year (2022-23)	133,686,718.71	21.85%	Yes
1st Subsequent Year (2023-24)	81,880,300.71	(38.75%)	Yes
2nd Subsequent Year (2024-25)	81,880,300.71	0.00%	No

Explanation:
(required if Yes)

The budget year had higher than historical average increase in state revenue due to the addition of one time revenue of \$1,500 per ADA for an estimated total of \$49M one-time state funds. The 2023-24 year decreased outside the standard range due to the removal of the one time state revenues described in the 2022-23 year.

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

First Prior Year (2021-22)	8,908,300.73		
Budget Year (2022-23)	8,258,945.85	(7.29%)	Yes
1st Subsequent Year (2023-24)	8,031,672.00	(2.75%)	No
2nd Subsequent Year (2024-25)	8,031,672.42	0.00%	No

Explanation:
(required if Yes)

Local revenue decreased outside the standard range in the budget year due to the removal of one time local grant sources.

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

First Prior Year (2021-22)	76,044,589.81		
Budget Year (2022-23)	29,337,531.25	(61.42%)	Yes
1st Subsequent Year (2023-24)	33,760,561.25	15.08%	Yes
2nd Subsequent Year (2024-25)	29,343,033.35	(13.08%)	Yes

Explanation:
(required if Yes)

The budget year changed outside the standard range primarily due to the removal of one time COVID related funding sources and corresponding expenditures. The 2023-24 year increased due to the add back of textbook adoptions that were removed in the 2022-23 year as a part of the Fiscal Recovery Plan. The 2024-25 year decreased due to the removal of remaining ESSER III expenditures.

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

First Prior Year (2021-22)	136,869,239.94		
Budget Year (2022-23)	85,526,262.19	(37.51%)	Yes

1st Subsequent Year (2023-24)	80,070,036.19	(6.38%)	Yes
2nd Subsequent Year (2024-25)	79,576,038.55	(.62%)	No

Explanation:
(required if Yes)

The budget year decreased outside the normal range primarily due to the removal of one time funding sources. The 2023-24 year decreased due to the removal of one time expenditures in COVID funding sources and carry over funds.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2021-22)	300,234,711.83		
Budget Year (2022-23)	233,566,231.43	(22.21%)	Not Met
1st Subsequent Year (2023-24)	178,061,683.71	(23.76%)	Not Met
2nd Subsequent Year (2024-25)	126,836,889.15	(28.77%)	Not Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2021-22)	212,913,829.75		
Budget Year (2022-23)	114,863,793.44	(46.05%)	Not Met
1st Subsequent Year (2023-24)	113,830,597.44	(.90%)	Met
2nd Subsequent Year (2024-25)	108,919,071.90	(4.31%)	Met

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

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

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

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

Federal revenues decreased in the budget year and two subsequent years primarily due to the removal of one-time COVID related funding sources.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

The budget year had higher than historical average increase in state revenue due to the addition of one time revenue of \$1,500 per ADA for an estimated total of \$49M one-time state funds. The 2023-24 year decreased outside the standard range due to the removal of the one time state revenues described in the 2022-23 year.

Explanation:
Other Local Revenue

Local revenue decreased outside the standard range in the budget year due to the removal of one time local grant sources.

(linked from 6B
if NOT met)

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

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

The budget year changed outside the standard range primarily due to the removal of one time COVID related funding sources and corresponding expenditures. The 2023-24 year increased due to the add back of textbook adoptions that were removed in the 2022-23 year as a part of the Fiscal Recovery Plan. The 2024-25 year decreased due to the removal of remaining ESSER III expenditures.

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

The budget year decreased outside the normal range primarily due to the removal of one time funding sources. The 2023-24 year decreased due to the removal of one time expenditures in COVID funding sources and carryover funds.

7. **CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

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

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute excludes the following resource codes from the total general fund expenditures calculation: 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

Yes

- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D)
(Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

- a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690)

571,618,632.82

b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

c. Net Budgeted Expenditures and Other Financing Uses

	3% Required	Budgeted Contribution ¹	
	Minimum Contribution	to the Ongoing and Major	
	(Line 2c times 3%)	Maintenance Account	Status
571,618,632.82	17,148,558.98	17,081,000.00	Not Met

¹ Fund 01, Resource 8150, Objects 8900-8999

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

<input type="checkbox"/>	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
<input type="checkbox"/>	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
<input checked="" type="checkbox"/>	Other (explanation must be provided)

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

SACS form did not factor in the \$2,342,426 transfer in which would reduce total expenditures to \$647,722,684. The budgeted amount is 3% of this figure, or \$17,081,000 rounded upwards.

8. **CRITERION: Deficit Spending**

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

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

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year (2019-20)	Second Prior Year (2020-21)	First Prior Year (2021-22)
1.	District's Available Reserve Amounts (resources 0000-1999)			
	a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	10,624,586.00	11,907,405.00	14,981,217.00
	c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	73,704,980.39	33,494,273.55	275,082.17
	d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	(236,920.88)	0.00	0.00
	e. Available Reserves (Lines 1a through 1d)	84,092,645.51	45,401,678.55	15,256,299.17
2.	Expenditures and Other Financing Uses			
	a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	533,533,429.27	596,063,153.41	751,232,013.85
	b. Plus: Special Education Pass-through Funds (Fund 10, resources			

3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	533,533,429.27	596,063,153.41	751,232,013.85
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	15.8%	7.6%	2.0%

District's Deficit Spending Standard Percentage Levels

(Line 3 times 1/3):

5.3%	2.5%	.7%
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¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

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

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2019-20)	23,565,268.13	324,750,917.50	N/A	Met
Second Prior Year (2020-21)	19,009,011.19	328,548,949.04	N/A	Met
First Prior Year (2021-22)	(61,017,025.01)	372,370,208.90	16.4%	Not Met
Budget Year (2022-23) (Information only)	54,361,428.56	367,566,214.87		

8C. Comparison of District Deficit Spending to the Standard

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

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ²		Beginning Fund Balance	
	(Form 01, Line F1e, Unrestricted Column)		Variance Level	
	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	Status
Third Prior Year (2019-20)	2,669,430.32	61,133,834.79	N/A	Met
Second Prior Year (2020-21)	(75,373,163.18)	84,699,102.92	N/A	Met
First Prior Year (2021-22)	95,627,953.27	103,708,114.11	N/A	Met
Budget Year (2022-23) (Information only)	42,691,089.10			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

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

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

- 10. **CRITERION: Reserves**

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

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

Percentage Level	District ADA
5% or \$75,000 (greater of)	0 to 300
4% or \$75,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

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

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

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

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	34,559	34,386	34,214
District's Reserve Standard Percentage Level:	2%	2%	2%

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

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

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

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

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

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

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	650,065,110.11	649,690,783.02	618,319,072.05
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	650,065,110.11	649,690,783.02	618,319,072.05
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	13,001,302.20	12,993,815.66	12,366,381.44
6. Reserve Standard - by Amount (\$75,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	13,001,302.20	12,993,815.66	12,366,381.44

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	12,954,460.00	12,946,973.00	12,319,539.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	16,672,582.66	26,026,729.19	26,654,163.25
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	29,627,042.66	38,973,702.19	38,973,702.25
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	4.56%	6.00%	6.30%
District's Reserve Standard			

(Section 10B, Line 7):	13,001,302.20	12,993,815.66	12,366,381.44
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

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

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

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

S1. Contingent Liabilities

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

No

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

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

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

S3. Use of Ongoing Revenues for One-time Expenditures

- 1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

- 1b. If Yes, identify the expenditures:

S4. Contingent Revenues

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

No

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

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard:

-10.0% to +10.0% or
-\$20,000 to +\$20,000

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

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
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1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**

First Prior Year (2021-22)	(92,324,656.00)			
Budget Year (2022-23)	(96,922,460.00)	4,597,804.00	5.0%	Met
1st Subsequent Year (2023-24)	(105,137,961.00)	8,215,501.00	8.5%	Met
2nd Subsequent Year (2024-25)	(113,887,468.00)	8,749,507.00	8.3%	Met

1b. **Transfers In, General Fund ***

First Prior Year (2021-22)	2,171,179.00			
Budget Year (2022-23)	2,342,426.00	171,247.00	7.9%	Met
1st Subsequent Year (2023-24)	2,342,426.00	0.00	0.0%	Met
2nd Subsequent Year (2024-25)	2,342,426.00	0.00	0.0%	Met

1c. **Transfers Out, General Fund ***

First Prior Year (2021-22)	266,000.00			
Budget Year (2022-23)	0.00	(266,000.00)	(100.0%)	Not Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**

Do you have any capital projects that may impact the general fund operational budget?

No

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

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

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

- 1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.
Explanation:
 (required if NOT met)
- 1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.
Explanation:
 (required if NOT met)
- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.
Explanation:
 (required if NOT met)
- 1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
 (required if YES)

S6. Long-term Commitments

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

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

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

- 1. Does your district have long-term (multiyear) commitments?
 (If No, skip item 2 and Sections S6B and S6C)
- 2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2022
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases				
Certificates of Participation				
General Obligation Bonds	28	Fund 51 - Bond Interest and Redemption Fund	Object 7438, 7439	469,262,966
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Fund 01, 09, 11, 13, 21, 67, 68	Object Code 1000-3999	6,387,802

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

Lease Revenue Bonds	19	Fund 25 - Developer Fees, Fund 49 - Mello Roos	Object 7438/7439	55,030,000
TOTAL:				530,680,768

Type of Commitment (continued)	Prior Year	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2021-22)	(2022-23)	(2023-24)	(2024-25)
	Annual Payment	Annual Payment	Annual Payment	Annual Payment
	(P & I)	(P & I)	(P & I)	(P & I)
Leases				
Certificates of Participation				
General Obligation Bonds	48,556,901	38,018,510	38,752,365	39,021,308
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Lease Revenue Bonds	5,462,404	5,467,974	5,466,294	5,462,364
Total Annual Payments:	54,019,305	43,486,484	44,218,659	44,483,672
Has total annual payment increased over prior year (2021-22)?	No	No	No	No

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

DATA ENTRY: Enter an explanation if Yes.

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

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

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

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

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

No

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

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2 For the district's OPEB:

a. Are they lifetime benefits?

Yes

b. Do benefits continue past age 65?

Yes

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Employees must meet eligibility requirements outlined in respective bargaining unit agreements in order to receive lifetime benefits.

3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? Actuarial

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	0

4. OPEB Liabilities

a. Total OPEB liability	415,066,116.00
b. OPEB plan(s) fiduciary net position (if applicable)	97,327,847.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	317,738,269.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jun 30, 2020

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
5. OPEB Contributions			
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	29,218,878.00	29,218,878.00	29,218,878.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	25,410,678.69	6,840,757.00	6,840,757.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	3,808,199.31	22,378,121.00	22,378,121.00
d. Number of retirees receiving OPEB benefits	3,098.00	3,098.00	3,098.00

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1 Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

Yes

2 Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

The District has established a self insurance fund to account for employee vision, dental and worker compensation benefits. The plans are self-insured through a pool and we contract with a third party administrator for benefits processing. The District belongs to a Joint Powers Authority that helps manage the workers compensation claims to maintain lower costs.

3.	Self-Insurance Liabilities	
	a. Accrued liability for self-insurance programs	15,102,524.00
	b. Unfunded liability for self-insurance programs	15,102,524.00

	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)
4.	Self-Insurance Contributions		
	a. Required contribution (funding) for self-insurance programs	15,068,839.89	15,068,839.89
	b. Amount contributed (funded) for self-insurance programs	15,068,840.00	15,068,840.00

S8. Status of Labor Agreements

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

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

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

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

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim)	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2021-22)	(2022-23)	(2023-24)	(2024-25)
Number of certificated (non-management) full - time - equivalent(FTE) positions	2265.70	2240.89	2240.89	2240.89

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

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

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

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

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

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

If Yes, date of Superintendent and CBO certification:

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

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement: Budget Year 1st Subsequent Year 2nd Subsequent Year
(2022-23) (2023-24) (2024-25)

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

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

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

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

[Empty box for funding source]

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 2887290

Budget Year 1st Subsequent Year 2nd Subsequent Year
(2022-23) (2023-24) (2024-25)

7. Amount included for any tentative salary schedule increases 0 0 0

Budget Year 1st Subsequent Year 2nd Subsequent Year
(2022-23) (2023-24) (2024-25)

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

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	54031415	58353928	63022242
3. Percent of H&W cost paid by employer	100.0%	100.0%	100.0%
4. Percent projected change in H&W cost over prior year	0.0%	8.0%	8.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

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

If Yes, explain the nature of the new costs:

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Yes	12067019	10959864	11105757

Prior year settlement costs include agreements reached with SCTA for a 4% ongoing increase effective July 1, 2022 moving forward.

Certificated (Non-management) Step and Column Adjustments

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	Included in budget	2815210	2804074
3. Percent change in step & column over prior year	0.0%	1.4%	1.4%

Certificated (Non-management) Attrition (layoffs and retirements)

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are savings from attrition included in the budget and MYPs?	No	No	No
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	No	No	No

Certificated (Non-management) - Other

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

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of classified(non - management) FTE positions	1357.90	1288.40	1288.40	1288.40

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

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

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

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a.	Per Government Code Section 3547.5(a), date of public disclosure board meeting:			
2b.	Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?			
	If Yes, date of Superintendent and CBO certification:			
3.	Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?			
	If Yes, date of budget revision board adoption:			
4.	Period covered by the agreement:	Begin Date:		End Date:
5.	Salary settlement:	Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2022-23)	(2023-24)	(2024-25)
	Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

One Year Agreement

Total cost of salary settlement			
% change in salary schedule from prior year			

or

Multiyear Agreement

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

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

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	816599		
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2022-23)	(2023-24)	(2024-25)
7.	Amount included for any tentative salary schedule increases	0	0	0
		Budget Year	1st Subsequent Year	2nd Subsequent Year
		(2022-23)	(2023-24)	(2024-25)

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

--	--	--

1.	Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of H&W benefits	27488907	29668020	32063061
3.	Percent of H&W cost paid by employer	100.0%	100.0%	100.0%
4.	Percent projected change in H&W cost over prior year	8.0%	8.0%	8.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

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

If Yes, explain the nature of the new costs:

Yes		
3621447	3577726	3604865

Prior year settlement costs include agreements reached with SEIU for a 4% ongoing increase effective July 1, 2022 moving forward.

Classified (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Yes	Yes	Yes
Included in Budget	407250	409674
0.0%	.7%	.7%

Classified (Non-management) Attrition (layoffs and retirements)

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

Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
No	No	No
No	No	No

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

Prior Year (2nd Interim) Budget Year 1st Subsequent Year 2nd Subsequent Year

	(2021-22)	(2022-23)	(2023-24)	(2024-25)
Number of management, supervisor, and confidential FTE positions	290.8	297.46	297.46	297.46

Management/Supervisor/Confidential

Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

--

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits	472651		
	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	4128377	4458647	4815338
3. Percent of H&W cost paid by employer	100.0%	100.0%	100.0%
4. Percent projected change in H&W cost over prior year	8.0%	8.0%	8.0%

Management/Supervisor/Confidential

Step and Column Adjustments

	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step and column adjustments	Included in Budget	Included in budget	Included in Budget

3.	Percent change in step & column over prior year	1.1%	1.1%	1.1%
----	---	------	------	------

Management/Supervisor/Confidential

Budget Year 1st Subsequent Year 2nd Subsequent Year

Other Benefits (mileage, bonuses, etc.)

(2022-23) (2023-24) (2024-25)

1.	Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
2.	Total cost of other benefits	43200	43200	43200
3.	Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

Yes
Jun 23, 2022

2. Adoption date of the LCAP or an update to the LCAP.

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described

Yes

in the Local Control and Accountability Plan and Annual Update Template?

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	Yes
A7.	Is the district's financial system independent of the county office system?	Yes
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	Yes
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	No

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

Comments:

A8 - Reports have been completed by the Fiscal Crisis Management Assistance Team (FCMAT) as well as the State Audit.

Sacramento City Unified
Sacramento County

Budget, July 1
General Fund
School District Criteria and Standards Review

34 67439 0000000
Form 01CS
D8BYBCDM3Y(2022-23)

(optional)

End of School District Budget Criteria and Standards Review

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	454,072,523.00	1.70%	461,785,056.00	2.48%	473,242,204.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	56,524,860.00	-86.98%	7,360,620.00	0.00%	7,360,620.00
4. Other Local Revenues	8600-8799	5,910,294.43	0.00%	5,910,294.00	0.00%	5,910,294.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,342,426.00	0.00%	2,342,426.00	0.00%	2,342,426.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(96,922,460.00)	8.48%	(105,137,961.00)	8.32%	(113,887,468.00)
6. Total (Sum lines A1 thru A5c)		421,927,643.43	-11.77%	372,260,435.00	0.73%	374,968,076.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				177,131,599.94		176,000,755.94
b. Step & Column Adjustment				2,479,842.00		2,464,011.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(3,610,686.00)		(492,714.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	177,131,599.94	-0.64%	176,000,755.94	1.12%	177,972,052.94
2. Classified Salaries						
a. Base Salaries				39,061,129.53		39,273,762.53
b. Step & Column Adjustment				273,428.00		274,916.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(60,795.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	39,061,129.53	0.54%	39,273,762.53	0.70%	39,548,678.53
3. Employee Benefits	3000-3999	126,337,116.49	2.89%	129,990,067.09	4.06%	135,264,322.00
4. Books and Supplies	4000-4999	8,011,516.25	63.77%	13,120,436.25	13.65%	14,911,991.00
5. Services and Other Operating Expenditures	5000-5999	23,735,745.19	0.23%	23,790,665.19	7.53%	25,582,220.00
6. Capital Outlay	6000-6999	29,000.00	0.00%	29,000.00	0.00%	29,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,540,000.00	0.00%	1,540,000.00	0.00%	1,540,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(8,279,892.53)	0.00%	(8,279,892.53)	0.00%	(8,279,892.53)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		367,566,214.87	2.15%	375,464,794.47	2.96%	386,568,371.94

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		54,361,428.56		(3,204,359.47)		(11,600,295.94)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		42,691,089.10		97,052,517.66		93,848,158.19
2. Ending Fund Balance (Sum lines C and D1)		97,052,517.66		93,848,158.19		82,247,862.25
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		328,749.00		328,749.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	41,439,681.00		41,439,681.00		41,439,681.00
d. Assigned	9780	25,660,794.00		13,106,026.00		1,505,730.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	12,954,460.00		12,946,973.00		12,319,539.00
2. Unassigned/Unappropriated	9790	16,672,582.66		26,026,729.19		26,654,163.25
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		97,052,517.66		93,848,158.19		82,247,862.25
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	12,954,460.00		12,946,973.00		12,319,539.00
c. Unassigned/Unappropriated	9790	16,672,582.66		26,026,729.19		26,654,163.25
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		29,627,042.66		38,973,702.19		38,973,702.25
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Adjustments for certificated salaries in FY 23-24 include the removal of 3 professional development days added in 2022-23 and adjustments to staffing related to enrollment decline. Adjustments for FY 24-25 certificated salaries include adjustments related to enrollment decline. Adjustments for classified salaries in FY 23-24 include adjustments for the removal of one-time stipends.						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	2,251,179.00	0.00%	2,251,179.00	0.00%	2,251,179.00
2. Federal Revenues	8100-8299	91,620,566.87	-3.79%	88,149,711.00	-58.11%	36,924,916.02
3. Other State Revenues	8300-8599	77,161,858.71	-3.42%	74,519,680.71	0.00%	74,519,680.71
4. Other Local Revenues	8600-8799	2,348,651.42	-9.68%	2,121,378.00	0.00%	2,121,378.42
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	96,922,460.00	8.48%	105,137,961.00	8.32%	113,887,468.33
6. Total (Sum lines A1 thru A5c)		270,304,716.00	0.69%	272,179,909.71	-15.61%	229,704,622.48
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				65,846,911.68		66,447,785.68
b. Step & Column Adjustment				335,368.00		340,063.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				265,506.00		(11,338,089.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	65,846,911.68	0.91%	66,447,785.68	-16.55%	55,449,759.68
2. Classified Salaries						
a. Base Salaries				31,616,782.87		30,912,908.87
b. Step & Column Adjustment				133,822.00		134,758.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(837,696.00)		(6,222,511.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	31,616,782.87	-2.23%	30,912,908.87	-19.69%	24,825,155.87
3. Employee Benefits	3000-3999	89,430,083.36	-0.37%	89,098,950.00	-10.41%	79,819,758.94
4. Books and Supplies	4000-4999	21,326,015.00	-3.22%	20,640,125.00	-30.08%	14,431,042.35
5. Services and Other Operating Expenditures	5000-5999	61,790,517.00	-8.92%	56,279,371.00	-4.06%	53,993,818.55
6. Capital Outlay	6000-6999	5,400,251.27	0.00%	5,400,251.00	-84.87%	816,917.94
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	7,088,334.06	-7.41%	6,562,902.00	-24.47%	4,956,994.78
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)				(1,116,305.00)		(2,542,748.00)
11. Total (Sum lines B1 thru B10)		282,498,895.24	-2.93%	274,225,988.55	-15.49%	231,750,700.11

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(12,194,179.24)		(2,046,078.84)		(2,046,077.63)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		24,600,396.34		12,406,217.10		10,360,138.26
2. Ending Fund Balance (Sum lines C and D1)		12,406,217.10		10,360,138.26		8,314,060.63
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	12,406,217.10		10,360,138.26		8,314,060.63
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		12,406,217.10		10,360,138.26		8,314,060.63
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Other adjustments for certificated and classified salaries in FY 23-24 and FY 24-25 include adjustments related to removal of carry over funded positions, removal of ESSER III funded positions, and adjustments for projected increases in Special Education services.						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	456,323,702.00	1.69%	464,036,235.00	2.47%	475,493,383.00
2. Federal Revenues	8100-8299	91,620,566.87	-3.79%	88,149,711.00	-58.11%	36,924,916.02
3. Other State Revenues	8300-8599	133,686,718.71	-38.75%	81,880,300.71	0.00%	81,880,300.71
4. Other Local Revenues	8600-8799	8,258,945.85	-2.75%	8,031,672.00	0.00%	8,031,672.42
5. Other Financing Sources						
a. Transfers In	8900-8929	2,342,426.00	0.00%	2,342,426.00	0.00%	2,342,426.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	.33
6. Total (Sum lines A1 thru A5c)		692,232,359.43	-6.90%	644,440,344.71	-6.17%	604,672,698.48
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				242,978,511.62		242,448,541.62
b. Step & Column Adjustment				2,815,210.00		2,804,074.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(3,345,180.00)		(11,830,803.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	242,978,511.62	-0.22%	242,448,541.62	-3.72%	233,421,812.62
2. Classified Salaries						
a. Base Salaries				70,677,912.40		70,186,671.40
b. Step & Column Adjustment				407,250.00		409,674.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(898,491.00)		(6,222,511.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	70,677,912.40	-0.70%	70,186,671.40	-8.28%	64,373,834.40
3. Employee Benefits	3000-3999	215,767,199.85	1.54%	219,089,017.09	-1.83%	215,084,080.94
4. Books and Supplies	4000-4999	29,337,531.25	15.08%	33,760,561.25	-13.08%	29,343,033.35
5. Services and Other Operating Expenditures	5000-5999	85,526,262.19	-6.38%	80,070,036.19	-0.62%	79,576,038.55
6. Capital Outlay	6000-6999	5,429,251.27	0.00%	5,429,251.00	-84.42%	845,917.94
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,540,000.00	0.00%	1,540,000.00	0.00%	1,540,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,191,558.47)	44.10%	(1,716,990.53)	93.53%	(3,322,897.75)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(1,116,305.00)		(2,542,748.00)
11. Total (Sum lines B1 thru B10)		650,065,110.11	-0.06%	649,690,783.02	-4.83%	618,319,072.05

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		42,167,249.32		(5,250,438.31)		(13,646,373.57)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		67,291,485.44		109,458,734.76		104,208,296.45
2. Ending Fund Balance (Sum lines C and D1)		109,458,734.76		104,208,296.45		90,561,922.88
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		328,749.00		328,749.00
b. Restricted	9740	12,406,217.10		10,360,138.26		8,314,060.63
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	41,439,681.00		41,439,681.00		41,439,681.00
d. Assigned	9780	25,660,794.00		13,106,026.00		1,505,730.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	12,954,460.00		12,946,973.00		12,319,539.00
2. Unassigned/Unappropriated	9790	16,672,582.66		26,026,729.19		26,654,163.25
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		109,458,734.76		104,208,296.45		90,561,922.88
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	12,954,460.00		12,946,973.00		12,319,539.00
c. Unassigned/Unappropriated	9790	16,672,582.66		26,026,729.19		26,654,163.25
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		29,627,042.66		38,973,702.19		38,973,702.25
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		4.56%		6.00%		6.30%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
<p>a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?</p> <p>b. If you are the SELPA AU and are excluding special education pass-through funds:</p> <p>1. Enter the name(s) of the SELPA(s):</p>	Yes					
<p>2. Special education pass-through funds</p> <p>(Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)</p>		0.00				
<p>2. District ADA</p> <p>Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)</p>		34,558.72		34,385.65		34,214.48
<p>3. Calculating the Reserves</p>						
<p>a. Expenditures and Other Financing Uses (Line B11)</p>		650,065,110.11		649,690,783.02		618,319,072.05
<p>b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)</p>		0.00		0.00		0.00
<p>c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)</p>		650,065,110.11		649,690,783.02		618,319,072.05
<p>d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)</p>		2.00%		2.00%		2.00%
<p>e. Reserve Standard - By Percent (Line F3c times F3d)</p>		13,001,302.20		12,993,815.66		12,366,381.44
<p>f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)</p>		0.00		0.00		0.00
<p>g. Reserve Standard (Greater of Line F3e or F3f)</p>		13,001,302.20		12,993,815.66		12,366,381.44
<p>h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)</p>		YES		YES		YES

GENERAL FUND

General Fund Definition

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

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	387,970,517.00	2,240,374.00	390,210,891.00	454,072,523.00	2,251,179.00	456,323,702.00	16.9%
2) Federal Revenue		8100-8299	156,000.00	181,452,450.15	181,608,450.15	0.00	91,620,566.87	91,620,566.87	-49.6%
3) Other State Revenue		8300-8599	7,370,623.00	102,347,337.95	109,717,960.95	56,524,860.00	77,161,858.71	133,686,718.71	21.8%
4) Other Local Revenue		8600-8799	6,009,520.89	2,898,779.84	8,908,300.73	5,910,294.43	2,348,651.42	8,258,945.85	-7.3%
5) TOTAL, REVENUES			401,506,660.89	288,938,941.94	690,445,602.83	516,507,677.43	173,382,256.00	689,889,933.43	-0.1%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	172,134,500.36	76,577,570.32	248,712,070.68	177,131,599.94	65,846,911.68	242,978,511.62	-2.3%
2) Classified Salaries		2000-2999	52,199,805.62	26,840,905.21	78,840,710.83	39,061,129.53	31,616,782.87	70,677,912.40	-10.4%
3) Employee Benefits		3000-3999	120,447,458.94	74,501,448.19	194,948,907.13	126,337,116.49	89,430,083.36	215,767,199.85	10.7%
4) Books and Supplies		4000-4999	11,514,004.10	64,530,585.71	76,044,589.81	8,011,516.25	21,326,015.00	29,337,531.25	-61.4%
5) Services and Other Operating Expenditures		5000-5999	24,282,898.22	112,586,341.72	136,869,239.94	23,735,745.19	61,790,517.00	85,526,262.19	-37.5%
6) Capital Outlay		6000-6999	554,333.59	14,762,080.37	15,316,413.96	29,000.00	5,400,251.27	5,429,251.27	-64.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,605,155.00	0.00	1,605,155.00	1,540,000.00	0.00	1,540,000.00	-4.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(10,633,946.93)	9,262,873.43	(1,371,073.50)	(8,279,892.53)	7,088,334.06	(1,191,558.47)	-13.1%
9) TOTAL, EXPENDITURES			372,104,208.90	378,861,804.95	750,966,013.85	367,566,214.87	282,498,895.24	650,065,110.11	-13.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			29,402,451.99	(89,922,863.01)	(60,520,411.02)	148,941,462.56	(109,116,639.24)	39,824,823.32	-165.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,171,179.00	0.00	2,171,179.00	2,342,426.00	0.00	2,342,426.00	7.9%
b) Transfers Out		7600-7629	266,000.00	0.00	266,000.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(92,324,656.00)	92,324,656.00	0.00	(96,922,460.00)	96,922,460.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(90,419,477.00)	92,324,656.00	1,905,179.00	(94,580,034.00)	96,922,460.00	2,342,426.00	23.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(61,017,025.01)	2,401,792.99	(58,615,232.02)	54,361,428.56	(12,194,179.24)	42,167,249.32	-171.9%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	103,708,114.11	22,198,603.35	125,906,717.46	42,691,089.10	24,600,396.34	67,291,485.44	-46.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			103,708,114.11	22,198,603.35	125,906,717.46	42,691,089.10	24,600,396.34	67,291,485.44	-46.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			103,708,114.11	22,198,603.35	125,906,717.46	42,691,089.10	24,600,396.34	67,291,485.44	-46.6%
2) Ending Balance, June 30 (E + F1e)			42,691,089.10	24,600,396.34	67,291,485.44	97,052,517.66	12,406,217.10	109,458,734.76	62.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	225,000.00	0.00	225,000.00	225,000.00	0.00	225,000.00	0.0%
Stores		9712	103,748.93	0.00	103,748.93	100,000.00	0.00	100,000.00	-3.6%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	24,600,396.34	24,600,396.34	0.00	12,406,217.10	12,406,217.10	-49.6%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	41,439,681.00	0.00	41,439,681.00	New
Additional 3% Reserve for Economic Uncertainty per BP3100	0000	9760			0.00	19,431,681.00		19,431,681.00	
Professional Learning	0000	9760			0.00	3,100,000.00		3,100,000.00	
History /Social Science and World Language Textbook Adoption	0000	9760			0.00	13,000,000.00		13,000,000.00	
Multi-Tiered Systems of Support	0000	9760			0.00	400,000.00		400,000.00	
EPOCH Anti-bias and anti-racist professional learning	0000	9760			0.00	400,000.00		400,000.00	
Communications	0000	9760			0.00	60,000.00		60,000.00	
Summer School Programs	0000	9760			0.00	5,000,000.00		5,000,000.00	
Transitional Kindergarten Support	0000	9760			0.00	48,000.00		48,000.00	
d) Assigned									
Other Assignments		9780	27,106,041.00	0.00	27,106,041.00	25,660,794.00	0.00	25,660,794.00	-5.3%
2021-22 Unsettled Negotiations	0000	9780	9,349,809.00		9,349,809.00			0.00	
2022-23 Projected Deficit	0000	9780	1,881,433.00		1,881,433.00			0.00	
2023-24 Projected Deficit	0000	9780	14,752,914.00		14,752,914.00			0.00	
MAA	0000	9780	1,121,885.00		1,121,885.00			0.00	

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
2023-24 Projected Deficit	0000	9780			0.00	3,204,659.00		3,204,659.00	
2024-25 Projected Deficit	0000	9780			0.00	11,600,596.00		11,600,596.00	
Unrestricted Site Programs	0000	9780			0.00	383,845.00		383,845.00	
MAA	0000	9780			0.00	1,121,885.00		1,121,885.00	
2021-22 Unsettled Negotiations	0000	9780			0.00	9,349,809.00		9,349,809.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	14,981,217.00	0.00	14,981,217.00	12,954,460.00	0.00	12,954,460.00	-13.5%
Unassigned/Unappropriated Amount		9790	275,082.17	0.00	275,082.17	16,672,582.66	0.00	16,672,582.66	5,960.9%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	256,706,361.88	(45,132,028.72)	211,574,333.16				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	108,045.47	0.00	108,045.47				
c) in Revolving Cash Account		9130	225,000.00	0.00	225,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	2,339,250.64	28,505.07	2,367,755.71				
4) Due from Grantor Government		9290	0.00	10,345,117.08	10,345,117.08				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	103,748.93	0.00	103,748.93				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			259,482,406.92	(34,758,406.57)	224,724,000.35				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	77,318,792.84	3,423,034.58	80,741,827.42				
2) Due to Grantor Governments		9590	260,176.29	1,806,475.06	2,066,651.35				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			77,578,969.13	5,229,509.64	82,808,478.77				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			181,903,437.79	(39,987,916.21)	141,915,521.58				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	184,686,155.00	0.00	184,686,155.00	260,474,302.00	0.00	260,474,302.00	41.0%
Education Protection Account State Aid - Current Year		8012	98,717,169.00	0.00	98,717,169.00	89,031,028.00	0.00	89,031,028.00	-9.8%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	686,914.00	0.00	686,914.00	686,914.00	0.00	686,914.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	83,423,477.00	0.00	83,423,477.00	83,423,477.00	0.00	83,423,477.00	0.0%
Unsecured Roll Taxes		8042	2,441,088.00	0.00	2,441,088.00	2,441,088.00	0.00	2,441,088.00	0.0%
Prior Years' Taxes		8043	616,006.00	0.00	616,006.00	616,006.00	0.00	616,006.00	0.0%
Supplemental Taxes		8044	3,481,006.00	0.00	3,481,006.00	3,481,006.00	0.00	3,481,006.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	17,082,369.00	0.00	17,082,369.00	17,082,369.00	0.00	17,082,369.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	10,676,020.00	0.00	10,676,020.00	10,676,020.00	0.00	10,676,020.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			401,810,204.00	0.00	401,810,204.00	467,912,210.00	0.00	467,912,210.00	16.5%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(13,839,687.00)	0.00	(13,839,687.00)	(13,839,687.00)	0.00	(13,839,687.00)	0.0%
Property Taxes Transfers		8097	0.00	2,240,374.00	2,240,374.00	0.00	2,251,179.00	2,251,179.00	0.5%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			387,970,517.00	2,240,374.00	390,210,891.00	454,072,523.00	2,251,179.00	456,323,702.00	16.9%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	11,270,250.55	11,270,250.55	0.00	7,865,846.00	7,865,846.00	-30.2%
Special Education Discretionary Grants		8182	0.00	1,034,009.20	1,034,009.20	0.00	934,534.28	934,534.28	-9.6%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	2,094.21	2,094.21	0.00	0.00	0.00	-100.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		23,372,191.00	23,372,191.00		20,291,091.00	20,291,091.00	-13.2%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		2,631,972.22	2,631,972.22		1,800,345.00	1,800,345.00	-31.6%
Title III, Part A, Immigrant Student Program	4201	8290		159,885.68	159,885.68		0.00	0.00	-100.0%
Title III, Part A, English Learner Program	4203	8290		859,602.00	859,602.00		883,701.00	883,701.00	2.8%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		9,330,753.56	9,330,753.56		4,151,053.16	4,151,053.16	-55.5%
Career and Technical Education	3500-3599	8290		443,563.00	443,563.00		541,738.00	541,738.00	22.1%
All Other Federal Revenue	All Other	8290	156,000.00	132,348,128.73	132,504,128.73	0.00	55,152,258.43	55,152,258.43	-58.4%
TOTAL, FEDERAL REVENUE			156,000.00	181,452,450.15	181,608,450.15	0.00	91,620,566.87	91,620,566.87	-49.6%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		29,861,016.00	29,861,016.00		34,205,802.00	34,205,802.00	14.6%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	4,000.00	4,000.00	0.00	0.00	0.00	-100.0%
Mandated Costs Reimbursements		8550	1,576,423.00	0.00	1,576,423.00	1,459,531.00	0.00	1,459,531.00	-7.4%
Lottery - Unrestricted and Instructional Materials		8560	5,794,200.00	2,337,272.00	8,131,472.00	5,901,089.00	2,353,195.00	8,254,284.00	1.5%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources									
After School Education and Safety (ASES)	6010	8590		10,690,963.48	10,690,963.48		9,160,217.43	9,160,217.43	-14.3%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		553,178.29	553,178.29		382,423.54	382,423.54	-30.9%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		1,475,668.70	1,475,668.70		722,686.95	722,686.95	-51.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	57,425,239.48	57,425,239.48	49,164,240.00	30,337,533.79	79,501,773.79	38.4%
TOTAL, OTHER STATE REVENUE			7,370,623.00	102,347,337.95	109,717,960.95	56,524,860.00	77,161,858.71	133,686,718.71	21.8%
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	50,000.00	0.00	50,000.00	85,876.00	0.00	85,876.00	71.8%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,936,781.00	0.00	1,936,781.00	1,866,081.00	0.00	1,866,081.00	-3.7%
Interest		8660	1,455,400.00	0.00	1,455,400.00	1,250,000.00	0.00	1,250,000.00	-14.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,968,490.00	0.00	1,968,490.00	1,968,490.00	0.00	1,968,490.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	598,849.89	2,898,779.84	3,497,629.73	739,847.43	2,348,651.42	3,088,498.85	-11.7%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,009,520.89	2,898,779.84	8,908,300.73	5,910,294.43	2,348,651.42	8,258,945.85	-7.3%
TOTAL, REVENUES			401,506,660.89	288,938,941.94	690,445,602.83	516,507,677.43	173,382,256.00	689,889,933.43	-0.1%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	142,617,085.43	47,964,741.46	190,581,826.89	147,692,450.37	40,087,936.94	187,780,387.31	-1.5%
Certificated Pupil Support Salaries		1200	10,949,678.03	7,154,555.18	18,104,233.21	10,968,340.78	10,345,836.04	21,314,176.82	17.7%
Certificated Supervisors' and Administrators' Salaries		1300	16,792,506.92	7,545,937.29	24,338,444.21	17,205,591.91	4,725,575.60	21,931,167.51	-9.9%
Other Certificated Salaries		1900	1,775,229.98	13,912,336.39	15,687,566.37	1,265,216.88	10,687,563.10	11,952,779.98	-23.8%
TOTAL, CERTIFICATED SALARIES			172,134,500.36	76,577,570.32	248,712,070.68	177,131,599.94	65,846,911.68	242,978,511.62	-2.3%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,277,521.14	9,680,971.85	10,958,492.99	950,978.94	9,832,415.92	10,783,394.86	-1.6%
Classified Support Salaries		2200	22,462,881.41	8,310,966.14	30,773,847.55	15,378,441.02	10,507,843.53	25,886,284.55	-15.9%
Classified Supervisors' and Administrators' Salaries		2300	5,390,188.07	3,722,108.44	9,112,296.51	5,826,446.25	5,743,814.70	11,570,260.95	27.0%
Clerical, Technical and Office Salaries		2400	21,422,274.30	3,343,910.25	24,766,184.55	14,962,751.48	3,723,467.87	18,686,219.35	-24.5%
Other Classified Salaries		2900	1,646,940.70	1,582,948.53	3,229,889.23	1,942,511.84	1,809,240.85	3,751,752.69	16.2%
TOTAL, CLASSIFIED SALARIES			52,199,805.62	26,640,905.21	78,840,710.83	39,061,129.53	31,616,782.87	70,677,912.40	-10.4%
EMPLOYEE BENEFITS									
STRS		3101-3102	28,492,375.98	34,563,668.83	63,056,044.81	33,018,037.78	39,100,823.15	72,118,960.93	14.4%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
PERS		3201-3202	11,736,156.73	6,154,412.30	17,890,569.03	10,053,096.95	8,147,876.76	18,200,973.71	1.7%
OASDI/Medicare/Alternative		3301-3302	6,502,684.30	3,168,987.86	9,671,672.16	6,371,450.59	4,309,976.37	10,681,426.96	10.4%
Health and Welfare Benefits		3401-3402	53,220,188.83	21,952,058.24	75,172,247.07	57,598,175.48	28,271,362.32	85,869,537.80	14.2%
Unemployment Insurance		3501-3502	1,117,012.71	689,111.88	1,806,124.59	1,069,331.00	493,550.39	1,562,881.39	-13.5%
Workers' Compensation		3601-3602	3,364,656.64	1,520,998.12	4,885,654.76	3,212,457.33	1,481,193.62	4,693,650.95	-3.9%
OPEB, Allocated		3701-3702	15,950,016.71	6,429,286.74	22,379,303.45	14,958,338.36	7,602,767.21	22,561,105.57	0.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	64,367.04	22,924.22	87,291.26	56,229.00	22,433.54	78,662.54	-9.9%
TOTAL, EMPLOYEE BENEFITS			120,447,458.94	74,501,448.19	194,948,907.13	126,337,116.49	89,430,083.36	215,767,199.85	10.7%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	5,033,953.70	2,271,177.60	7,305,131.30	34,478.00	2,242,857.00	2,277,335.00	-68.8%
Books and Other Reference Materials		4200	138,939.51	3,374,131.74	3,513,071.25	104,423.77	35,177.34	139,601.11	-96.0%
Materials and Supplies		4300	5,546,393.16	42,605,592.96	48,151,986.12	7,413,360.49	11,875,722.27	19,289,082.76	-59.9%
Noncapitalized Equipment		4400	794,717.73	16,047,763.41	16,842,481.14	459,253.99	7,172,258.39	7,631,512.38	-54.7%
Food		4700	0.00	231,920.00	231,920.00	0.00	0.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			11,514,004.10	64,530,585.71	76,044,589.81	8,011,516.25	21,326,015.00	29,337,531.25	-61.4%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	705,845.84	75,696,966.49	76,402,812.33	691,923.80	46,413,077.17	47,105,000.97	-38.3%
Travel and Conferences		5200	192,989.48	638,534.79	831,524.27	244,614.00	332,275.57	576,889.57	-30.6%
Dues and Memberships		5300	148,046.09	62,453.36	210,499.45	147,365.00	22,000.00	169,365.00	-19.5%
Insurance		5400 - 5450	1,462,565.88	0.00	1,462,565.88	2,020,000.00	0.00	2,020,000.00	38.1%
Operations and Housekeeping Services		5500	11,148,552.88	57,000.00	11,205,552.88	9,745,816.35	0.00	9,745,816.35	-13.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,623,928.86	3,131,309.14	4,755,238.00	1,270,657.99	574,075.00	1,844,732.99	-61.2%
Transfers of Direct Costs		5710	(147,891.66)	147,891.66	0.00	(448,065.48)	448,065.48	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(1,576,778.30)	(52,436.01)	(1,629,214.31)	(1,981,056.71)	(43,508.04)	(2,024,564.75)	24.3%
Professional/Consulting Services and Operating Expenditures		5800	8,957,968.87	32,764,618.79	41,722,587.66	10,893,341.78	13,994,964.27	24,888,306.05	-40.3%
Communications		5900	1,767,670.28	140,003.50	1,907,673.78	1,151,148.46	49,567.55	1,200,716.01	-37.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			24,282,898.22	112,586,341.72	136,869,239.94	23,735,745.19	61,790,517.00	85,526,262.19	-37.5%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	80,513.46	5,222,764.20	5,303,277.66	0.00	4,583,333.33	4,583,333.33	-13.6%
Buildings and Improvements of Buildings		6200	75,289.01	6,305,735.85	6,381,024.86	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	142,174.12	2,561,910.54	2,704,084.66	2,000.00	560,000.00	562,000.00	-79.2%
Equipment Replacement		6500	256,357.00	671,669.78	928,026.78	27,000.00	256,917.94	283,917.94	-69.4%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			554,333.59	14,762,080.37	15,316,413.96	29,000.00	5,400,251.27	5,429,251.27	-64.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	40,000.00	0.00	40,000.00	40,000.00	0.00	40,000.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,555,155.00	0.00	1,555,155.00	1,500,000.00	0.00	1,500,000.00	-3.5%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools		6500 7221		0.00	0.00		0.00	0.00	0.0%
To County Offices		6500 7222		0.00	0.00		0.00	0.00	0.0%
To JPAs		6500 7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools		6360 7221		0.00	0.00		0.00	0.00	0.0%
To County Offices		6360 7222		0.00	0.00		0.00	0.00	0.0%
To JPAs		6360 7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments		All Other 7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	10,000.00	0.00	10,000.00	0.00	0.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,605,155.00	0.00	1,605,155.00	1,540,000.00	0.00	1,540,000.00	-4.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(9,262,873.43)	9,262,873.43	0.00	(7,088,334.06)	7,088,334.06	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(1,371,073.50)	0.00	(1,371,073.50)	(1,191,558.47)	0.00	(1,191,558.47)	-13.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(10,633,946.93)	9,262,873.43	(1,371,073.50)	(8,279,892.53)	7,088,334.06	(1,191,558.47)	-13.1%
TOTAL, EXPENDITURES			372,104,208.90	378,861,804.95	750,966,013.85	367,566,214.87	282,498,895.24	650,065,110.11	-13.4%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,171,179.00	0.00	2,171,179.00	2,342,426.00	0.00	2,342,426.00	7.9%
(a) TOTAL, INTERFUND TRANSFERS IN			2,171,179.00	0.00	2,171,179.00	2,342,426.00	0.00	2,342,426.00	7.9%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	266,000.00	0.00	266,000.00	0.00	0.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			266,000.00	0.00	266,000.00	0.00	0.00	0.00	-100.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(92,324,656.00)	92,324,656.00	0.00	(96,922,460.00)	96,922,460.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(92,324,656.00)	92,324,656.00	0.00	(96,922,460.00)	96,922,460.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(90,419,477.00)	92,324,656.00	1,905,179.00	(94,580,034.00)	96,922,460.00	2,342,426.00	23.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	387,970,517.00	2,240,374.00	390,210,891.00	454,072,523.00	2,251,179.00	456,323,702.00	16.9%
2) Federal Revenue		8100-8299	156,000.00	181,452,450.15	181,608,450.15	0.00	91,620,566.87	91,620,566.87	-49.6%
3) Other State Revenue		8300-8599	7,370,623.00	102,347,337.95	109,717,960.95	56,524,860.00	77,161,858.71	133,686,718.71	21.8%
4) Other Local Revenue		8600-8799	6,009,520.89	2,898,779.84	8,908,300.73	5,910,294.43	2,348,651.42	8,258,945.85	-7.3%
5) TOTAL, REVENUES			401,506,660.89	288,938,941.94	690,445,602.83	516,507,677.43	173,382,256.00	689,889,933.43	-0.1%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		223,077,314.70	222,687,427.33	445,764,742.03	232,707,023.01	172,073,267.83	404,780,290.84	-9.2%
2) Instruction - Related Services	2000-2999		53,745,033.04	52,036,107.75	105,781,140.79	44,595,871.24	32,811,686.72	77,407,557.96	-26.8%
3) Pupil Services	3000-3999		29,970,349.15	51,656,639.91	81,626,989.06	30,238,852.75	40,462,549.43	70,701,402.18	-13.4%
4) Ancillary Services	4000-4999		4,308,093.68	633,001.65	4,941,095.33	4,344,458.67	830,496.00	5,174,954.67	4.7%
5) Community Services	5000-5999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
6) Enterprise	6000-6999		28,750.00	0.00	28,750.00	0.00	0.00	0.00	-100.0%
7) General Administration	7000-7999		15,540,432.84	14,979,855.61	30,520,288.45	20,492,546.74	9,289,074.13	29,781,620.87	-2.4%
8) Plant Services	8000-8999		43,829,080.49	36,868,772.70	80,697,853.19	33,647,462.46	27,031,821.13	60,679,283.59	-24.8%
9) Other Outgo	9000-9999	Except 7600-7699	1,605,155.00	0.00	1,605,155.00	1,540,000.00	0.00	1,540,000.00	-4.1%
10) TOTAL, EXPENDITURES			372,104,208.90	378,861,804.95	750,966,013.85	367,566,214.87	282,498,895.24	650,065,110.11	-13.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			29,402,451.99	(89,922,863.01)	(60,520,411.02)	148,941,462.56	(109,116,639.24)	39,824,823.32	-165.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In	8900-8929		2,171,179.00	0.00	2,171,179.00	2,342,426.00	0.00	2,342,426.00	7.9%
b) Transfers Out	7600-7629		266,000.00	0.00	266,000.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions	8980-8999		(92,324,656.00)	92,324,656.00	0.00	(96,922,460.00)	96,922,460.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(90,419,477.00)	92,324,656.00	1,905,179.00	(94,580,034.00)	96,922,460.00	2,342,426.00	23.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(61,017,025.01)	2,401,792.99	(58,615,232.02)	54,361,428.56	(12,194,179.24)	42,167,249.32	-171.9%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited	9791		103,708,114.11	22,198,603.35	125,906,717.46	42,691,089.10	24,600,396.34	67,291,485.44	-46.6%
b) Audit Adjustments	9793		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			103,708,114.11	22,198,603.35	125,906,717.46	42,691,089.10	24,600,396.34	67,291,485.44	-46.6%
d) Other Restatements	9795		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			103,708,114.11	22,198,603.35	125,906,717.46	42,691,089.10	24,600,396.34	67,291,485.44	-46.6%
2) Ending Balance, June 30 (E + F1e)			42,691,089.10	24,600,396.34	67,291,485.44	97,052,517.66	12,406,217.10	109,458,734.76	62.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash	9711		225,000.00	0.00	225,000.00	225,000.00	0.00	225,000.00	0.0%
Stores	9712		103,748.93	0.00	103,748.93	100,000.00	0.00	100,000.00	-3.6%
Prepaid Items	9713		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others	9719		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted	9740		0.00	24,600,396.34	24,600,396.34	0.00	12,406,217.10	12,406,217.10	-49.6%
c) Committed									
Stabilization Arrangements	9750		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)	9760		0.00	0.00	0.00	41,439,681.00	0.00	41,439,681.00	New
Additional 3% Reserve for Economic Uncertainty per BP3100	0000	9760			0.00	19,431,681.00		19,431,681.00	
Professional Learning Communities	0000	9760			0.00	3,100,000.00		3,100,000.00	
History/Social Science and World Language Textbook Adoption	0000	9760			0.00	13,000,000.00		13,000,000.00	
Multi-Tiered Systems of Support (MTSS)	0000	9760			0.00	400,000.00		400,000.00	
EPOCH Anti-bias and anti-racist professional learning	0000	9760			0.00	400,000.00		400,000.00	
Communications	0000	9760			0.00	60,000.00		60,000.00	
Summer School Programs	0000	9760			0.00	5,000,000.00		5,000,000.00	
Transitional Kindergarten Support	0000	9760			0.00	48,000.00		48,000.00	
d) Assigned									
Other Assignments (by Resource/Object)	9780		27,106,041.00	0.00	27,106,041.00	25,660,794.00	0.00	25,660,794.00	-5.3%
2021-22 Unsettled Negotiations	0000	9780	9,349,809.00		9,349,809.00			0.00	
2022-23 Projected Deficit	0000	9780	1,881,433.00		1,881,433.00			0.00	
2023-24 Projected Deficit	0000	9780	14,752,914.00		14,752,914.00			0.00	
MAA	0000	9780	1,121,885.00		1,121,885.00			0.00	

Description	Function Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
2023-24 Projected Deficit	0000	9780			0.00	3,204,659.00		3,204,659.00	
2024-25 Projected Deficit	0000	9780			0.00	11,600,596.00		11,600,596.00	
Unrestricted Site Programs	0000	9780			0.00	383,845.00		383,845.00	
MAA	0000	9780			0.00	1,121,885.00		1,121,885.00	
2021-22 Unsettled Negotiations	0000	9780			0.00	9,349,809.00		9,349,809.00	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	14,981,217.00	0.00	14,981,217.00	12,954,460.00	0.00	12,954,460.00	-13.5%
Unassigned/Unappropriated Amount		9790	275,082.17	0.00	275,082.17	16,672,582.66	0.00	16,672,582.66	5,960.9%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
2600	Expanded Learning Opportunities Program	10,238,607.00	0.00
4203	ESSA: Title III, English Learner Student Program	3.00	3.00
5640		2,163,586.04	2,163,586.04
6230	California Clean Energy Jobs Act	54,002.30	54,002.30
6266	Educator Effectiveness, FY 2021-22	8,923,701.00	6,877,622.82
6300	Lottery: Instructional Materials	1,233,503.44	1,233,503.44
7085	Learning Communities for School Success Program	616,793.66	616,793.66
7388	SB 117 COVID-19 LEA Response Funds	479,146.55	479,146.55
7425	Expanded Learning Opportunities (ELO) Grant	7,008.00	7,008.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	878,776.45	969,282.39
9010	Other Restricted Local	5,268.90	5,268.90
Total, Restricted Balance		24,600,396.34	12,406,217.10

SPECIAL REVENUE FUNDS

Special Revenue Funds Definition

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

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,219,952.00	1,219,952.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,219,952.00	1,219,952.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,219,952.00	1,219,952.00	0.0%
2) Ending Balance, June 30 (E + F1e)			1,219,952.00	1,219,952.00	0.0%
Components of Ending Fund Balance					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	5,934.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,214,018.00	1,219,952.00	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,214,018.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	5,934.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,219,952.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			1,219,952.00		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)					
			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,219,952.00	1,219,952.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,219,952.00	1,219,952.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,219,952.00	1,219,952.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
2) Ending Balance, June 30 (E + F1e)			1,219,952.00	1,219,952.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	5,934.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,214,018.00	1,219,952.00	0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
8210	Student Activity Funds	1,214,018.00	1,219,952.00
Total, Restricted Balance		1,214,018.00	1,219,952.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	16,935,525.00	18,954,726.00	11.9%
2) Federal Revenue		8100-8299	1,013,493.26	557,413.99	-45.0%
3) Other State Revenue		8300-8599	1,865,703.74	3,699,656.45	98.3%
4) Other Local Revenue		8600-8799	19,284.04	0.00	-100.0%
5) TOTAL, REVENUES			19,834,006.04	23,211,796.44	17.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	8,218,597.38	8,275,723.81	0.7%
2) Classified Salaries		2000-2999	1,052,256.93	1,052,722.55	0.0%
3) Employee Benefits		3000-3999	6,071,001.83	6,366,535.36	4.9%
4) Books and Supplies		4000-4999	1,256,064.42	387,278.03	-69.2%
5) Services and Other Operating Expenditures		5000-5999	2,473,349.87	2,429,685.76	-1.8%
6) Capital Outlay		6000-6999	10,000.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	19,699.86	2,804.13	-85.8%
9) TOTAL, EXPENDITURES			19,100,970.29	18,514,749.64	-3.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			733,035.75	4,697,046.80	540.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	266,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	2,171,179.00	2,342,426.00	7.9%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,905,179.00)	(2,342,426.00)	23.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,172,143.25)	2,354,620.80	-300.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,381,614.20	5,209,470.95	-18.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,381,614.20	5,209,470.95	-18.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,381,614.20	5,209,470.95	-18.4%
2) Ending Balance, June 30 (E + F1e)			5,209,470.95	7,564,091.75	45.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,131,770.66	1,074,361.66	-5.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	4,077,700.29	6,670,063.50	63.6%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(180,333.41)	New
G. ASSETS					
1) Cash					
a) in County Treasury		9110	8,020,597.37		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	8,686.06		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			8,029,283.43		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	140,095.15		
2) Due to Grantor Governments		9590	32,014.91		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			172,110.06		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			7,857,173.37		
LCFF SOURCES					
Principal Apportionment					
State Aid - Current Year		8011	9,425,285.00	11,470,247.00	21.7%
Education Protection Account State Aid - Current Year		8012	3,848,399.00	3,700,282.00	-3.8%
State Aid - Prior Years		8019	0.00	0.00	0.0%
LCFF Transfers					
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	3,661,841.00	3,784,197.00	3.3%
Property Taxes Transfers		8097	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			16,935,525.00	18,954,726.00	11.9%
FEDERAL REVENUE					
Maintenance and Operations		8110	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	467,321.00	302,879.00	-35.2%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	0.00	0.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3045, 3060, 3061, 3150, 3155, 3180, 3182, 4037, 4124, 4126, 4127, 4128, 5630	8290	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	546,172.26	254,534.99	-53.4%
TOTAL, FEDERAL REVENUE			1,013,493.26	557,413.99	-45.0%
OTHER STATE REVENUE					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Other State Apportionments					
Special Education Master Plan					
Current Year	6500	8311	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	50,130.79	47,199.00	-5.8%
Lottery - Unrestricted and Instructional Materials		8560	321,155.90	345,027.00	7.4%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,494,417.05	3,307,430.45	121.3%
TOTAL, OTHER STATE REVENUE			1,865,703.74	3,699,656.45	98.3%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Transportation Fees From					
Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	19,284.04	0.00	-100.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers					
From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
Other Transfers of Apportionments					
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,284.04	0.00	-100.0%
TOTAL, REVENUES			19,834,006.04	23,211,796.44	17.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	7,010,777.89	7,109,327.93	1.4%
Certificated Pupil Support Salaries		1200	250,170.82	290,922.67	16.3%
Certificated Supervisors' and Administrators' Salaries		1300	844,735.03	858,663.21	1.6%
Other Certificated Salaries		1900	112,913.64	16,810.00	-85.1%
TOTAL, CERTIFICATED SALARIES			8,218,597.38	8,275,723.81	0.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	247,931.23	201,346.37	-18.8%
Classified Support Salaries		2200	315,370.05	331,955.37	5.3%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	374,826.60	406,768.55	8.5%
Other Classified Salaries		2900	114,129.05	112,652.26	-1.3%
TOTAL, CLASSIFIED SALARIES			1,052,256.93	1,052,722.55	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	2,153,213.91	2,401,711.28	11.5%
PERS		3201-3202	208,148.50	255,305.23	22.7%
OASDI/Medicare/Alternative		3301-3302	217,106.96	226,238.28	4.2%
Health and Welfare Benefits		3401-3402	2,556,138.19	2,586,409.00	1.2%
Unemployment Insurance		3501-3502	83,945.94	46,589.08	-44.5%
Workers' Compensation		3601-3602	139,142.63	140,307.04	0.8%
OPEB, Allocated		3701-3702	710,862.40	707,582.28	-0.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,443.30	2,393.17	-2.1%
TOTAL, EMPLOYEE BENEFITS			6,071,001.83	6,366,535.36	4.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	85,841.40	108,096.00	25.9%
Books and Other Reference Materials		4200	19,493.97	2,789.00	-85.7%
Materials and Supplies		4300	1,142,820.05	276,393.03	-75.8%
Noncapitalized Equipment		4400	7,909.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,256,064.42	387,278.03	-69.2%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	78,217.74	0.00	-100.0%
Travel and Conferences		5200	2,000.00	0.00	-100.0%
Dues and Memberships		5300	4,794.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	382,848.15	422,902.00	10.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	29,786.65	13,469.00	-54.8%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	1,514,610.20	1,931,483.00	27.5%
Professional/Consulting Services and Operating Expenditures		5800	455,317.81	57,468.76	-87.4%
Communications		5900	5,775.32	4,363.00	-24.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,473,349.87	2,429,685.76	-1.8%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	10,000.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			10,000.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	19,699.86	2,804.13	-85.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			19,699.86	2,804.13	-85.8%
TOTAL, EXPENDITURES			19,100,970.29	18,514,749.64	-3.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	266,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			266,000.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	2,171,179.00	2,342,426.00	7.9%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,171,179.00	2,342,426.00	7.9%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,905,179.00)	(2,342,426.00)	23.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	16,935,525.00	18,954,726.00	11.9%
2) Federal Revenue		8100-8299	1,013,493.26	557,413.99	-45.0%
3) Other State Revenue		8300-8599	1,865,703.74	3,699,656.45	98.3%
4) Other Local Revenue		8600-8799	19,284.04	0.00	-100.0%
5) TOTAL, REVENUES			19,834,006.04	23,211,796.44	17.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		13,994,142.11	12,645,141.86	-9.6%
2) Instruction - Related Services	2000-2999		3,049,182.85	3,635,080.44	19.2%
3) Pupil Services	3000-3999		440,182.48	543,162.00	23.4%
4) Ancillary Services	4000-4999		0.00	27,166.00	New
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		19,699.86	2,804.13	-85.8%
8) Plant Services	8000-8999		1,597,762.99	1,661,395.21	4.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			19,100,970.29	18,514,749.64	-3.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			733,035.75	4,697,046.80	540.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	266,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	2,171,179.00	2,342,426.00	7.9%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,905,179.00)	(2,342,426.00)	23.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,172,143.25)	2,354,620.80	-300.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,381,614.20	5,209,470.95	-18.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,381,614.20	5,209,470.95	-18.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,381,614.20	5,209,470.95	-18.4%
2) Ending Balance, June 30 (E + F1e)			5,209,470.95	7,564,091.75	45.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,131,770.66	1,074,361.66	-5.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	4,077,700.29	6,670,063.50	63.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	(180,333.41)	New

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
6230	California Clean Energy Jobs Act	642,616.93	642,616.93
6300	Lottery: Instructional Materials	299,380.62	299,380.62
7425	Expanded Learning Opportunities (ELO) Grant	39,173.00	0.00
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	18,236.00	0.00
9010	Other Restricted Local	132,364.11	132,364.11
Total, Restricted Balance		1,131,770.66	1,074,361.66

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,044,843.45	857,470.40	-17.9%
3) Other State Revenue		8300-8599	2,380,534.42	1,971,330.83	-17.2%
4) Other Local Revenue		8600-8799	3,719,415.00	3,060,615.00	-17.7%
5) TOTAL, REVENUES			7,144,792.87	5,889,416.23	-17.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,631,435.88	1,675,736.42	2.7%
2) Classified Salaries		2000-2999	1,457,730.67	1,254,489.83	-13.9%
3) Employee Benefits		3000-3999	2,256,590.79	2,248,155.23	-0.4%
4) Books and Supplies		4000-4999	438,575.15	154,511.69	-64.8%
5) Services and Other Operating Expenditures		5000-5999	1,337,178.19	497,955.05	-62.8%
6) Capital Outlay		6000-6999	64,623.41	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	78,231.08	58,568.01	-25.1%
9) TOTAL, EXPENDITURES			7,264,365.17	5,889,416.23	-18.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(119,572.30)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(119,572.30)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	801,095.04	681,522.74	-14.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			801,095.04	681,522.74	-14.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			801,095.04	681,522.74	-14.9%
2) Ending Balance, June 30 (E + F1e)			681,522.74	681,522.74	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	681,522.74	681,522.74	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(2,107,845.98)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	721,519.41		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	24,804.93		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(1,361,521.64)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	18,751.73		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			18,751.73		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			(1,380,273.37)		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from					
Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	210,000.00	210,000.00	0.0%
All Other Federal Revenue	All Other	8290	834,843.45	647,470.40	-22.4%
TOTAL, FEDERAL REVENUE			1,044,843.45	857,470.40	-17.9%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	1,321,451.77	1,384,913.83	4.8%
All Other State Revenue	All Other	8590	1,059,082.65	586,417.00	-44.6%
TOTAL, OTHER STATE REVENUE			2,380,534.42	1,971,330.83	-17.2%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	2,240,000.00	1,600,000.00	-28.6%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,479,415.00	1,460,615.00	-1.3%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,719,415.00	3,060,615.00	-17.7%
TOTAL, REVENUES			7,144,792.87	5,889,416.23	-17.6%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	1,267,965.62	1,286,952.66	1.5%
Certificated Pupil Support Salaries		1200	102,648.10	108,360.02	5.6%
Certificated Supervisors' and Administrators' Salaries		1300	260,822.16	280,423.74	7.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,631,435.88	1,675,736.42	2.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	156,760.08	163,012.52	4.0%
Classified Support Salaries		2200	511,890.16	503,378.52	-1.7%
Classified Supervisors' and Administrators' Salaries		2300	268,951.54	229,186.87	-14.8%
Clerical, Technical and Office Salaries		2400	439,507.72	337,911.92	-23.1%
Other Classified Salaries		2900	80,621.17	21,000.00	-74.0%
TOTAL, CLASSIFIED SALARIES			1,457,730.67	1,254,489.83	-13.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	429,278.11	521,717.29	21.5%
PERS		3201-3202	286,780.66	284,068.23	-0.9%
OASDI/Medicare/Alternative		3301-3302	145,664.11	114,824.88	-21.2%
Health and Welfare Benefits		3401-3402	1,022,890.17	995,411.59	-2.7%
Unemployment Insurance		3501-3502	38,445.75	14,509.41	-62.3%
Workers' Compensation		3601-3602	46,088.26	43,953.63	-4.6%
OPEB, Allocated		3701-3702	286,618.00	272,700.00	-4.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	825.73	970.20	17.5%
TOTAL, EMPLOYEE BENEFITS			2,256,590.79	2,248,155.23	-0.4%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	5,867.42	0.00	-100.0%
Materials and Supplies		4300	330,287.46	154,511.69	-53.2%
Noncapitalized Equipment		4400	102,420.27	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			438,575.15	154,511.69	-64.8%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	484,572.65	0.00	-100.0%
Travel and Conferences		5200	4,620.00	1,955.36	-57.7%
Dues and Memberships		5300	7,000.00	3,500.00	-50.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	307,185.70	384,000.00	25.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	31,560.00	9,560.00	-69.7%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	501,475.82	97,719.69	-80.5%
Communications		5900	764.02	1,220.00	59.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,337,178.19	497,955.05	-62.8%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	64,623.41	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			64,623.41	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	78,231.08	58,568.01	-25.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			78,231.08	58,568.01	-25.1%
TOTAL, EXPENDITURES			7,264,365.17	5,889,416.23	-18.9%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,044,843.45	857,470.40	-17.9%
3) Other State Revenue		8300-8599	2,380,534.42	1,971,330.83	-17.2%
4) Other Local Revenue		8600-8799	3,719,415.00	3,060,615.00	-17.7%
5) TOTAL, REVENUES			7,144,792.87	5,889,416.23	-17.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		4,018,304.79	2,908,130.80	-27.6%
2) Instruction - Related Services	2000-2999		1,743,677.96	1,438,293.78	-17.5%
3) Pupil Services	3000-3999		640,704.67	563,724.45	-12.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		78,231.08	58,568.01	-25.1%
8) Plant Services	8000-8999		783,446.67	920,699.19	17.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			7,264,365.17	5,889,416.23	-18.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(119,572.30)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(119,572.30)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	801,095.04	681,522.74	-14.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			801,095.04	681,522.74	-14.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			801,095.04	681,522.74	-14.9%
2) Ending Balance, June 30 (E + F1e)			681,522.74	681,522.74	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	681,522.74	681,522.74	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
6371	CalWORKs for ROCP or Adult Education	184,152.00	184,152.00
7810	Other Restricted State	563.70	563.70
9010	Other Restricted Local	496,807.04	496,807.04
Total, Restricted Balance		681,522.74	681,522.74

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,939,511.27	6,228,346.02	-21.6%
3) Other State Revenue		8300-8599	6,527,316.00	6,148,992.00	-5.8%
4) Other Local Revenue		8600-8799	1,359,558.57	626,850.00	-53.9%
5) TOTAL, REVENUES			15,826,385.84	13,004,188.02	-17.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	5,100,099.12	3,606,213.55	-29.3%
2) Classified Salaries		2000-2999	1,998,198.32	2,358,963.72	18.1%
3) Employee Benefits		3000-3999	5,382,835.99	5,381,074.85	0.0%
4) Books and Supplies		4000-4999	2,293,112.88	860,955.57	-62.5%
5) Services and Other Operating Expenditures		5000-5999	697,756.31	366,041.70	-47.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	581,044.81	430,938.63	-25.8%
9) TOTAL, EXPENDITURES			16,053,047.43	13,004,188.02	-19.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(226,661.59)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(226,661.59)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	413,039.00	186,377.41	-54.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			413,039.00	186,377.41	-54.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			413,039.00	186,377.41	-54.9%
2) Ending Balance, June 30 (E + F1e)			186,377.41	186,377.41	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	186,377.41	186,377.41	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(981,300.34)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	201,902.77		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(779,397.57)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	32,712.72		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			32,712.72		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			(812,110.29)		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	7,939,511.27	6,228,346.02	-21.6%
TOTAL, FEDERAL REVENUE			7,939,511.27	6,228,346.02	-21.6%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	5,803,317.00	5,803,317.00	0.0%
All Other State Revenue	All Other	8590	723,999.00	345,675.00	-52.3%
TOTAL, OTHER STATE REVENUE			6,527,316.00	6,148,992.00	-5.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	832,708.57	100,000.00	-88.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	526,850.00	526,850.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,359,558.57	626,850.00	-53.9%
TOTAL, REVENUES			15,826,385.84	13,004,188.02	-17.8%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	4,268,470.91	2,898,028.94	-32.1%
Certificated Pupil Support Salaries		1200	573,850.62	224,745.21	-60.8%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Certificated Supervisors' and Administrators' Salaries		1300	253,555.84	483,439.40	90.7%
Other Certificated Salaries		1900	4,221.75	0.00	-100.0%
TOTAL, CERTIFICATED SALARIES			5,100,099.12	3,606,213.55	-29.3%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	1,155,045.59	1,185,316.63	2.6%
Classified Support Salaries		2200	260,426.93	633,430.29	143.2%
Classified Supervisors' and Administrators' Salaries		2300	77,669.80	0.00	-100.0%
Clerical, Technical and Office Salaries		2400	505,056.00	502,477.27	-0.5%
Other Classified Salaries		2900	0.00	37,739.53	New
TOTAL, CLASSIFIED SALARIES			1,998,198.32	2,358,963.72	18.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	1,230,575.61	925,444.82	-24.8%
PERS		3201-3202	554,473.63	682,661.21	23.1%
OASDI/Medicare/Alternative		3301-3302	282,051.82	333,242.76	18.1%
Health and Welfare Benefits		3401-3402	2,499,227.12	2,655,733.11	6.3%
Unemployment Insurance		3501-3502	72,546.05	28,818.66	-60.3%
Workers' Compensation		3601-3602	109,594.51	89,578.73	-18.3%
OPEB, Allocated		3701-3702	632,706.08	664,433.96	5.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,661.17	1,161.60	-30.1%
TOTAL, EMPLOYEE BENEFITS			5,382,835.99	5,381,074.85	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,027,784.47	749,772.89	-63.0%
Noncapitalized Equipment		4400	265,328.41	111,182.68	-58.1%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			2,293,112.88	860,955.57	-62.5%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	16,404.52	10,535.98	-35.8%
Dues and Memberships		5300	400.00	400.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	14,100.00	14,100.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	23,430.00	23,330.00	-0.4%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	72,199.20	42,081.75	-41.7%
Professional/Consulting Services and Operating Expenditures		5800	569,837.85	274,284.28	-51.9%
Communications		5900	1,384.74	1,309.69	-5.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			697,756.31	366,041.70	-47.5%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers of Indirect Costs - Interfund		7350	581,044.81	430,938.63	-25.8%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			581,044.81	430,938.63	-25.8%
TOTAL, EXPENDITURES			16,053,047.43	13,004,188.02	-19.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,939,511.27	6,228,346.02	-21.6%
3) Other State Revenue		8300-8599	6,527,316.00	6,148,992.00	-5.8%
4) Other Local Revenue		8600-8799	1,359,558.57	626,850.00	-53.9%
5) TOTAL, REVENUES			15,826,385.84	13,004,188.02	-17.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		11,203,558.31	8,182,927.25	-27.0%
2) Instruction - Related Services	2000-2999		2,399,598.51	3,850,355.17	60.5%
3) Pupil Services	3000-3999		805,727.69	380,825.13	-52.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		581,044.81	430,938.63	-25.8%
8) Plant Services	8000-8999		1,063,118.11	159,141.84	-85.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			16,053,047.43	13,004,188.02	-19.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(226,661.59)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(226,661.59)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	413,039.00	186,377.41	-54.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			413,039.00	186,377.41	-54.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			413,039.00	186,377.41	-54.9%
2) Ending Balance, June 30 (E + F1e)			186,377.41	186,377.41	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	186,377.41	186,377.41	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	30,000,000.00	30,250,000.00	0.8%
3) Other State Revenue		8300-8599	1,386,512.00	1,010,761.00	-27.1%
4) Other Local Revenue		8600-8799	285,000.00	380,000.00	33.3%
5) TOTAL, REVENUES			31,671,512.00	31,640,761.00	-0.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	7,952,142.68	9,295,626.47	16.9%
3) Employee Benefits		3000-3999	7,530,243.58	7,902,625.93	4.9%
4) Books and Supplies		4000-4999	14,239,084.37	13,519,000.00	-5.1%
5) Services and Other Operating Expenditures		5000-5999	1,707,935.28	1,418,500.00	-16.9%
6) Capital Outlay		6000-6999	309,149.41	300,000.00	-3.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	692,097.75	699,247.70	1.0%
9) TOTAL, EXPENDITURES			32,430,653.07	33,135,000.10	2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(759,141.07)	(1,494,239.10)	96.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(759,141.07)	(1,494,239.10)	96.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,414,433.61	15,655,292.54	-4.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,414,433.61	15,655,292.54	-4.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,414,433.61	15,655,292.54	-4.6%
2) Ending Balance, June 30 (E + F1e)			15,655,292.54	14,161,053.44	-9.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0%
Stores		9712	2,053,672.52	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	13,376,797.76	13,938,231.18	4.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	222,822.26	222,822.26	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,443,377.47		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	9,741.22		
c) in Revolving Cash Account		9130	2,000.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	14,649.97		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	2,053,672.52		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			6,523,441.18		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	10,958.04		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			10,958.04		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			6,512,483.14		
FEDERAL REVENUE					
Child Nutrition Programs		8220	30,000,000.00	30,250,000.00	0.8%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			30,000,000.00	30,250,000.00	0.8%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	1,000,000.00	1,000,000.00	0.0%
All Other State Revenue		8590	386,512.00	10,761.00	-97.2%
TOTAL, OTHER STATE REVENUE			1,386,512.00	1,010,761.00	-27.1%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	150,000.00	New
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	30,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	285,000.00	200,000.00	-29.8%
TOTAL, OTHER LOCAL REVENUE			285,000.00	380,000.00	33.3%
TOTAL, REVENUES			31,671,512.00	31,640,761.00	-0.1%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	6,943,659.04	8,172,278.01	17.7%
Classified Supervisors' and Administrators' Salaries		2300	685,288.55	752,209.55	9.8%
Clerical, Technical and Office Salaries		2400	323,195.09	371,138.91	14.8%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			7,952,142.68	9,295,626.47	16.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	26,499.19	30,116.88	13.7%
PERS		3201-3202	1,379,174.25	2,033,877.98	47.5%
OASDI/Medicare/Alternative		3301-3302	566,320.30	689,001.28	21.7%
Health and Welfare Benefits		3401-3402	4,327,909.25	3,825,844.37	-11.6%
Unemployment Insurance		3501-3502	96,574.78	46,089.56	-52.3%
Workers' Compensation		3601-3602	119,313.13	139,433.78	16.9%
OPEB, Allocated		3701-3702	1,011,743.88	1,134,800.88	12.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,708.80	3,461.20	27.8%
TOTAL, EMPLOYEE BENEFITS			7,530,243.58	7,902,625.93	4.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,315,374.26	1,149,000.00	-12.6%
Noncapitalized Equipment		4400	220,269.00	120,000.00	-45.5%
Food		4700	12,703,441.11	12,250,000.00	-3.6%
TOTAL, BOOKS AND SUPPLIES			14,239,084.37	13,519,000.00	-5.1%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	33,319.09	10,000.00	-70.0%
Travel and Conferences		5200	16,100.00	19,000.00	18.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	92,480.00	205,000.00	121.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	182,021.00	92,000.00	-49.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	38,404.91	51,000.00	32.8%
Professional/Consulting Services and Operating Expenditures		5800	1,343,460.28	1,040,000.00	-22.6%
Communications		5900	2,150.00	1,500.00	-30.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,707,935.28	1,418,500.00	-16.9%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	2,000.00	100,000.00	4,900.0%
Equipment		6400	307,149.41	200,000.00	-34.9%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			309,149.41	300,000.00	-3.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	692,097.75	699,247.70	1.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			692,097.75	699,247.70	1.0%
TOTAL, EXPENDITURES			32,430,653.07	33,135,000.10	2.2%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	30,000,000.00	30,250,000.00	0.8%
3) Other State Revenue		8300-8599	1,386,512.00	1,010,761.00	-27.1%
4) Other Local Revenue		8600-8799	285,000.00	380,000.00	33.3%
5) TOTAL, REVENUES			31,671,512.00	31,640,761.00	-0.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		31,637,130.17	32,056,700.99	1.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		692,097.75	699,247.70	1.0%
8) Plant Services	8000-8999		101,425.15	379,051.41	273.7%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			32,430,653.07	33,135,000.10	2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(759,141.07)	(1,494,239.10)	96.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(759,141.07)	(1,494,239.10)	96.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,414,433.61	15,655,292.54	-4.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,414,433.61	15,655,292.54	-4.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,414,433.61	15,655,292.54	-4.6%
2) Ending Balance, June 30 (E + F1e)			15,655,292.54	14,161,053.44	-9.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	2,000.00	0.00	-100.0%
Stores		9712	2,053,672.52	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	13,376,797.76	13,938,231.18	4.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	222,822.26	222,822.26	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	3,197,379.59	3,525,703.08
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	1,302,080.67	1,018,222.12
5330	Child Nutrition: Summer Food Service Program Operations	8,877,320.18	9,394,288.66
9010	Other Restricted Local	17.32	17.32
Total, Restricted Balance		13,376,797.76	13,938,231.18

CAPITAL PROJECTS FUNDS

Capital Projects Funds Definition

The Capital Projects Funds are used to account for resources used for the acquisition or construction of capital facilities by the District. This classification includes the Building Fund, Capital Facilities Funds., County School Fund, and Capital Project Fund for Blended Components Units.

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	327,245.10	90,500.00	-72.3%
5) TOTAL, REVENUES			327,245.10	90,500.00	-72.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	655,757.52	845,034.45	28.9%
3) Employee Benefits		3000-3999	403,951.80	496,718.31	23.0%
4) Books and Supplies		4000-4999	9,082.83	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	1,483,809.93	500,000.00	-66.3%
6) Capital Outlay		6000-6999	17,326,313.86	54,715,000.00	215.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			19,878,915.94	56,556,752.76	184.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(19,551,670.84)	(56,466,252.76)	188.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	3,687,472.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	77,100,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			80,787,472.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			61,235,801.16	(56,466,252.76)	-192.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	34,418,837.36	95,654,638.52	177.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			34,418,837.36	95,654,638.52	177.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			34,418,837.36	95,654,638.52	177.9%
2) Ending Balance, June 30 (E + F1e)			95,654,638.52	39,188,385.76	-59.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	95,654,637.59	39,188,384.83	-59.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	.93	.93	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	21,299,277.23		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	354,955.43		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	87,281,486.33		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			108,935,718.99		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			108,935,718.99		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	80,502.49	90,500.00	12.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	246,742.61	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			327,245.10	90,500.00	-72.3%
TOTAL, REVENUES			327,245.10	90,500.00	-72.3%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	337,674.54	438,138.88	29.8%
Clerical, Technical and Office Salaries		2400	318,082.98	406,895.57	27.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			655,757.52	845,034.45	28.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	157,406.71	213,916.68	35.9%
OASDI/Medicare/Alternative		3301-3302	52,106.66	63,202.80	21.3%
Health and Welfare Benefits		3401-3402	139,619.61	159,777.71	14.4%
Unemployment Insurance		3501-3502	8,057.03	4,157.97	-48.4%
Workers' Compensation		3601-3602	10,518.34	12,675.44	20.5%
OPEB, Allocated		3701-3702	35,850.04	42,588.00	18.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	393.41	399.71	1.6%
TOTAL, EMPLOYEE BENEFITS			403,951.80	496,718.31	23.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	794.15	0.00	-100.0%
Noncapitalized Equipment		4400	8,288.68	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			9,082.83	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,483,809.93	500,000.00	-66.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,483,809.93	500,000.00	-66.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	4,925,261.63	0.00	-100.0%
Buildings and Improvements of Buildings		6200	12,401,052.22	54,715,000.00	341.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	.01	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			17,326,313.86	54,715,000.00	215.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			19,878,915.94	56,556,752.76	184.5%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Other Authorized Interfund Transfers In		8919	3,687,472.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			3,687,472.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	77,100,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			77,100,000.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			80,787,472.00	0.00	-100.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	327,245.10	90,500.00	-72.3%
5) TOTAL, REVENUES			327,245.10	90,500.00	-72.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		19,671,915.94	56,556,752.76	187.5%
9) Other Outgo	9000-9999	Except 7600-7699	207,000.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			19,878,915.94	56,556,752.76	184.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(19,551,670.84)	(56,466,252.76)	188.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	3,687,472.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	77,100,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			80,787,472.00	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			61,235,801.16	(56,466,252.76)	-192.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	34,418,837.36	95,654,638.52	177.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			34,418,837.36	95,654,638.52	177.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			34,418,837.36	95,654,638.52	177.9%
2) Ending Balance, June 30 (E + F1e)			95,654,638.52	39,188,385.76	-59.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	95,654,637.59	39,188,384.83	-59.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	.93	.93	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	95,654,637.59	39,188,384.83
Total, Restricted Balance		95,654,637.59	39,188,384.83

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,753,359.57	3,540,000.00	-38.5%
5) TOTAL, REVENUES			5,753,359.57	3,540,000.00	-38.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	129,884.74	800,000.00	515.9%
6) Capital Outlay		6000-6999	906,244.69	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,542,496.15	2,970,000.00	-16.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,578,625.58	3,770,000.00	-17.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,174,733.99	(230,000.00)	-119.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,174,733.99	(230,000.00)	-119.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,607,667.27	20,782,401.26	6.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,607,667.27	20,782,401.26	6.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,607,667.27	20,782,401.26	6.0%
2) Ending Balance, June 30 (E + F1e)			20,782,401.26	20,552,401.26	-1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	20,782,401.26	20,552,401.26	-1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	20,893,178.95		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	583,747.81		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			21,476,926.76		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	3,788.87		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			3,788.87		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			21,473,137.89		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	1,590,870.42	1,500,000.00	-5.7%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	56,299.00	40,000.00	-29.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	4,087,911.15	2,000,000.00	-51.1%
Other Local Revenue					
All Other Local Revenue		8699	18,279.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,753,359.57	3,540,000.00	-38.5%
TOTAL, REVENUES			5,753,359.57	3,540,000.00	-38.5%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	129,884.74	800,000.00	515.9%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			129,884.74	800,000.00	515.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	906,244.69	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			906,244.69	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	717,496.15	0.00	-100.0%
Other Debt Service - Principal		7439	2,825,000.00	2,970,000.00	5.1%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,542,496.15	2,970,000.00	-16.2%
TOTAL, EXPENDITURES			4,578,625.58	3,770,000.00	-17.7%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,753,359.57	3,540,000.00	-38.5%
5) TOTAL, REVENUES			5,753,359.57	3,540,000.00	-38.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,036,129.43	800,000.00	-22.8%
9) Other Outgo	9000-9999	Except 7600-7699	3,542,496.15	2,970,000.00	-16.2%
10) TOTAL, EXPENDITURES			4,578,625.58	3,770,000.00	-17.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			1,174,733.99	(230,000.00)	-119.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			1,174,733.99	(230,000.00)	-119.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,607,667.27	20,782,401.26	6.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,607,667.27	20,782,401.26	6.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,607,667.27	20,782,401.26	6.0%
2) Ending Balance, June 30 (E + F1e)			20,782,401.26	20,552,401.26	-1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	20,782,401.26	20,552,401.26	-1.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	20,782,401.26	20,552,401.26
Total, Restricted Balance		20,782,401.26	20,552,401.26

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,682,693.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	4,361.00	0.00	-100.0%
5) TOTAL, REVENUES			3,687,054.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			3,687,054.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,687,472.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,687,472.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(418.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	418.00	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			418.00	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			418.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	3,682,693.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			3,682,693.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	4,361.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,361.00	0.00	-100.0%
TOTAL, REVENUES			3,687,054.00	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	3,687,472.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			3,687,472.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(3,687,472.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	3,682,693.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	4,361.00	0.00	-100.0%
5) TOTAL, REVENUES			3,687,054.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			3,687,054.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,687,472.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,687,472.00)	0.00	-100.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(418.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	418.00	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			418.00	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			418.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,920,076.53	2,012,239.00	4.8%
5) TOTAL, REVENUES			1,920,076.53	2,012,239.00	4.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	15,552.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,919,907.85	2,497,974.00	30.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,935,459.85	2,497,974.00	29.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(15,383.32)	(485,735.00)	3,057.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(15,383.32)	(485,735.00)	3,057.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,106,161.52	1,090,778.20	-1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,106,161.52	1,090,778.20	-1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,106,161.52	1,090,778.20	-1.4%
2) Ending Balance, June 30 (E + F1e)			1,090,778.20	605,043.20	-44.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,090,778.20	605,043.20	-44.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,098,671.96		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,098,671.96		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			1,098,671.96		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	1,919,480.53	2,011,739.00	4.8%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	596.00	500.00	-16.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER LOCAL REVENUE			1,920,076.53	2,012,239.00	4.8%
TOTAL, REVENUES			1,920,076.53	2,012,239.00	4.8%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	15,552.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			15,552.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	1,919,907.85	2,497,974.00	30.1%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,919,907.85	2,497,974.00	30.1%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, EXPENDITURES			1,935,459.85	2,497,974.00	29.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,920,076.53	2,012,239.00	4.8%
5) TOTAL, REVENUES			1,920,076.53	2,012,239.00	4.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		15,552.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	1,919,907.85	2,497,974.00	30.1%
10) TOTAL, EXPENDITURES			1,935,459.85	2,497,974.00	29.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(15,383.32)	(485,735.00)	3,057.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(15,383.32)	(485,735.00)	3,057.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,106,161.52	1,090,778.20	-1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,106,161.52	1,090,778.20	-1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,106,161.52	1,090,778.20	-1.4%
2) Ending Balance, June 30 (E + F1e)			1,090,778.20	605,043.20	-44.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,090,778.20	605,043.20	-44.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	1,090,778.20	605,043.20
Total, Restricted Balance		1,090,778.20	605,043.20

DEBT SERVICE FUNDS

Debt Service Funds Definition

The Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs. This classification includes the Bond Interest and Redemption Fund.

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	330,000.00	331,000.00	0.3%
4) Other Local Revenue		8600-8799	44,417,325.00	44,420,000.00	0.0%
5) TOTAL, REVENUES			44,747,325.00	44,751,000.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	48,556,901.00	48,550,000.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			48,556,901.00	48,550,000.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(3,809,576.00)	(3,799,000.00)	-0.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,809,576.00)	(3,799,000.00)	-0.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	34,301,528.65	30,491,952.65	-11.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			34,301,528.65	30,491,952.65	-11.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			34,301,528.65	30,491,952.65	-11.1%
2) Ending Balance, June 30 (E + F1e)			30,491,952.65	26,692,952.65	-12.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	30,491,952.65	26,692,952.65	-12.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	52,847,001.65		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	117,699.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			52,964,700.65		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	12,119,064.65		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	6,544,107.35		
6) TOTAL, LIABILITIES			18,663,172.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			34,301,528.65		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	329,115.00	330,000.00	0.3%
Other Subventions/In-Lieu Taxes		8572	885.00	1,000.00	13.0%
TOTAL, OTHER STATE REVENUE			330,000.00	331,000.00	0.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	34,074,893.00	34,070,000.00	0.0%
Unsecured Roll		8612	1,439,814.00	1,440,000.00	0.0%
Prior Years' Taxes		8613	2,677,807.00	2,680,000.00	0.1%
Supplemental Taxes		8614	1,281,072.00	1,280,000.00	-0.1%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	5,569.00	10,000.00	79.6%
Interest		8660	1,247,083.00	1,250,000.00	0.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,691,087.00	3,690,000.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			44,417,325.00	44,420,000.00	0.0%
TOTAL, REVENUES			44,747,325.00	44,751,000.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	19,432,524.00	19,430,000.00	0.0%
Other Debt Service - Principal		7439	29,124,377.00	29,120,000.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			48,556,901.00	48,550,000.00	0.0%
TOTAL, EXPENDITURES			48,556,901.00	48,550,000.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: Bond Interest and Redemption Fund To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	330,000.00	331,000.00	0.3%
4) Other Local Revenue		8600-8799	44,417,325.00	44,420,000.00	0.0%
5) TOTAL, REVENUES			44,747,325.00	44,751,000.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	48,556,901.00	48,550,000.00	0.0%
10) TOTAL, EXPENDITURES			48,556,901.00	48,550,000.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(3,809,576.00)	(3,799,000.00)	-0.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(3,809,576.00)	(3,799,000.00)	-0.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	34,301,528.65	30,491,952.65	-11.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			34,301,528.65	30,491,952.65	-11.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			34,301,528.65	30,491,952.65	-11.1%
2) Ending Balance, June 30 (E + F1e)			30,491,952.65	26,692,952.65	-12.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	30,491,952.65	26,692,952.65	-12.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
Total, Restricted Balance		0.00	0.00

PROPRIETARY FUNDS

Proprietary Funds Definition

Proprietary Funds are used to account for activities that are more business-like than government-like in nature. Business-type activities include those for which a fee is charged to external users or to other organizational units of the LEA, normally on a full cost-recovery basis. Proprietary funds are generally intended to be self-supporting. This classification includes the Self-Insurance fund, which includes the Dental/Vision fund.

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,831,308.69	15,068,840.00	1.6%
5) TOTAL, REVENUES			14,831,308.69	15,068,840.00	1.6%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	365,319.32	409,077.93	12.0%
3) Employee Benefits		3000-3999	240,498.33	279,761.96	16.3%
4) Books and Supplies		4000-4999	45,942.21	48,000.00	4.5%
5) Services and Other Operating Expenses		5000-5999	14,251,770.75	14,332,000.00	0.6%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			14,903,530.61	15,068,839.89	1.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(72,221.92)	.11	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(72,221.92)	.11	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,632,455.66	12,560,233.74	-0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,632,455.66	12,560,233.74	-0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,632,455.66	12,560,233.74	-0.6%
2) Ending Net Position, June 30 (E + F1e)			12,560,233.74	12,560,233.85	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	12,560,233.74	12,560,233.85	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	11,585,974.10		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	4,183.55		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	250,000.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	16,392.56		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			11,856,550.21		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	459,703.32		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			459,703.32		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			11,396,846.89		
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	60,000.00	30,000.00	-50.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/					
Contributions		8674	14,771,308.69	15,038,840.00	1.8%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			14,831,308.69	15,068,840.00	1.6%
TOTAL, REVENUES			14,831,308.69	15,068,840.00	1.6%
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	94,793.41	197,556.27	108.4%
Clerical, Technical and Office Salaries		2400	270,525.91	211,521.66	-21.8%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			365,319.32	409,077.93	12.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	81,990.55	103,436.03	26.2%
OASDI/Medicare/Alternative		3301-3302	26,499.70	29,725.57	12.2%
Health and Welfare Benefits		3401-3402	95,768.26	110,729.84	15.6%
Unemployment Insurance		3501-3502	2,891.29	1,941.88	-32.8%
Workers' Compensation		3601-3602	5,542.97	6,136.16	10.7%
OPEB, Allocated		3701-3702	27,468.00	27,468.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	337.56	324.48	-3.9%
TOTAL, EMPLOYEE BENEFITS			240,498.33	279,761.96	16.3%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	45,942.21	46,000.00	0.1%
Noncapitalized Equipment		4400	0.00	2,000.00	New
TOTAL, BOOKS AND SUPPLIES			45,942.21	48,000.00	4.5%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,932.35	2,000.00	3.5%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	4,000.00	0.00	-100.0%
Professional/Consulting Services and					
Operating Expenditures		5800	14,245,838.40	14,330,000.00	0.6%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			14,251,770.75	14,332,000.00	0.6%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.0%
TOTAL, EXPENSES			14,903,530.61	15,068,839.89	1.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,831,308.69	15,068,840.00	1.6%
5) TOTAL, REVENUES			14,831,308.69	15,068,840.00	1.6%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		14,903,530.61	15,068,839.89	1.1%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			14,903,530.61	15,068,839.89	1.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(72,221.92)	.11	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			(72,221.92)	.11	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	12,632,455.66	12,560,233.74	-0.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,632,455.66	12,560,233.74	-0.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			12,632,455.66	12,560,233.74	-0.6%
2) Ending Net Position, June 30 (E + F1e)			12,560,233.74	12,560,233.85	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	12,560,233.74	12,560,233.85	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
Total, Restricted Net Position		0.00	0.00

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	32,462.52	32,462.52	37,929.12	34,348.58	34,348.58	36,106.92
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	210.14	210.14	210.14	210.14	210.14	210.14
3. Total Basic Aid Open Enrollment Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	32,672.66	32,672.66	38,139.26	34,558.72	34,558.72	36,317.06
5. District Funded County Program ADA						
a. County Community Schools	83.72	83.72	83.72	83.72	83.72	83.72
b. Special Education-Special Day Class	19.78	19.78	19.78	19.78	19.78	19.78
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	103.50	103.50	103.50	103.50	103.50	103.50

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	32,776.16	32,776.16	38,242.76	34,662.22	34,662.22	36,420.56
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA				0.00	0.00	0.00
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c) (4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	1,492.32	1,492.32	1,492.32	1,539.67	1,539.67	1,539.67
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c) (4)(A)]						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs:Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	1,492.32	1,492.32	1,492.32	1,539.67	1,539.67	1,539.67
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	1,492.32	1,492.32	1,492.32	1,539.67	1,539.67	1,539.67

Sacramento City Unified School District 2022-23 Adopted Budget Cash Flow Projections

2022-23 Cash Flow Projection																		
2022-23	Object	2022-23 Beginning Balance	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	Accrual Projected	Adjustments	Total Projected	Budget
A. BEGINNING CASH	9110	114,291,485	114,291,485	106,800,422	104,276,352	120,350,028	101,901,044	82,610,455	110,302,770	150,780,041	116,968,596	112,404,437	112,228,938	97,801,095			\$ -	\$ -
B. RECEIPTS																		
L. CFF Revenue Sources																		
Principal Apportionment	8010-8019		13,023,715	13,023,715	45,700,444	23,442,687	23,442,687	45,700,444	23,442,687	23,442,687	45,700,444	23,442,687	23,442,687	45,700,444			\$ 349,505,330	\$ 349,505,330
Property Taxes	8020-8079		359	-	306	-	400,406	18,667,916	48,088,588	2,283,163	8,185	28,814,700	14,025,210	8,369,228			\$ -	\$ 120,658,059
Miscellaneous Funds	8080-8099		787	1,486	(919,474)	(2,504,054)	(898,008)	210	(1,010,301)	854	(2,277,048)	(595,109)	276,019	(2,197,020)			\$ -	\$ (13,839,687)
Federal Revenues	8100-8299		433,185	1,167,078	9,534,473	2,431,462	3,510,700	6,829,417	12,356,149	433,912	9,866,961	4,841,058	830,707	22,769,320			\$ -	\$ 91,620,567
Other State Revenues	8300-8599		3,316,464	3,964,525	8,192,636	4,789,379	9,209,577	12,086,323	10,848,055	3,324,795	8,202,903	8,459,688	13,436,214	9,451,503			\$ 25,304,318	\$ 133,686,719
Other Local Revenues	8600-8799		535,495	166,320	148,328	289,908	148,813	202,403	500,516	304,583	322,149	1,381,263	504,881	792,199			\$ -	\$ 8,258,946
Interfund Transfers In	8910-8929		-	-	-	-	-	-	690,309	-	873,984	41,333	-	-			\$ -	\$ 2,342,426
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects																	\$ -	\$ -
TOTAL RECEIPTS			17,310,005	18,323,124	62,656,714	28,449,382	35,724,174	83,486,713	94,916,003	29,789,994	62,697,578	66,385,620	52,515,718	84,885,673	29,787,342	25,304,318	692,232,359	692,232,359
C. DISBURSEMENTS																		
Certified Salaries	1000-1999		1,823,946	4,467,842	21,890,778	23,047,935	25,212,698	23,036,733	22,737,017	22,524,892	23,163,508	22,922,369	23,223,510	23,606,309	5,320,976		\$ -	\$ 242,978,512
Classified Salaries	2000-2999		3,082,606	4,352,354	5,717,373	5,983,286	5,950,644	6,015,735	5,960,564	5,762,071	5,966,937	5,901,516	7,208,964	6,446,595	2,329,265		\$ -	\$ 70,677,912
Employee Benefits	3000-3999		3,124,394	4,708,010	18,141,077	18,273,107	18,662,705	18,096,151	18,099,667	18,210,893	18,373,181	18,260,988	18,203,343	18,718,759	(409,392)		\$ 25,304,318	\$ 215,767,200
Books and Supplies	4000-4999		1,764,436	1,784,710	1,874,127	775,011	1,277,450	747,233	1,094,054	879,398	664,434	1,462,800	1,643,695	2,343,852	14,614,329		\$ -	\$ 29,337,531
Services	5000-5999		833,884	2,383,230	3,379,701	6,798,239	4,387,281	7,215,322	6,177,087	4,603,331	7,566,125	5,530,373	5,738,934	9,875,521	21,037,235		\$ -	\$ 85,526,262
Capital Outlay	6000-6599		115,392	468,718	316,552	188,135	130,205	267,750	338,911	197,399	268,608	209,272	362,220	451,812	2,114,279		\$ -	\$ 5,429,251
Other Outgo	7000-7499		149,317	75,490	210,027	123,483	172,309	272,529	16,333	109,294	(142,284)	399,131	180,290	(185,151)	(1,032,026)		\$ -	\$ 348,742
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL DISBURSEMENTS			9,305,975	18,240,354	51,529,635	55,189,196	55,793,292	55,651,453	54,423,633	52,287,277	55,860,510	54,686,449	56,560,956	61,257,696	43,974,666	25,304,318	650,065,410	650,065,410
D. BALANCE SHEET ITEMS																		
Assets and Deferred Outflows																		
Cash Not In Treasury	9111-9199	333,045	52,627	428	-	-	16,773	22,359	38,577	90,771	6,632	89,550	10,943	4,386			\$ -	\$ 333,045
Accounts Receivable	9200-9299	34,521,727	3,181,258	2,418,766	5,044,995	8,367,284	936,455	(112,027)	50,704	2,450,792	2,353,885	1,984,644	493,210	7,351,761			\$ -	\$ 34,521,727
Due From Other Funds	9310	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Stores	9320	103,749	-	18,454	16,581	3,318	4,796	3,684	13,528	5,366	25,141	22,754	-	(9,873)			\$ -	\$ 103,749
Prepaid Expenditures	9330	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Other Current Assets	9340	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Outflows of Resources	9490	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects																	\$ -	\$ -
SUBTOTAL ASSETS		34,958,521	3,233,885	2,437,647	5,061,576	8,370,602	958,023	(85,984)	102,809	2,546,929	2,385,657	2,096,949	504,153	7,346,274			34,958,521	
Liabilities and Deferred Inflows																		
Accounts Payable	9500-9599	(81,958,521)	(18,728,979)	(5,044,488)	(114,979)	(79,771)	(179,495)	(56,961)	(117,909)	(13,861,091)	(13,786,884)	(13,971,618)	(10,886,759)	(5,129,587)			\$ -	\$ (81,958,521)
Due To Other Funds	9610	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Current Loans	9640	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Unearned Revenues	9650	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Inflows of Resources	9690	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects																	\$ -	\$ -
SUBTOTAL LIABILITIES		(81,958,521)	(18,728,979)	(5,044,488)	(114,979)	(79,771)	(179,495)	(56,961)	(117,909)	(13,861,091)	(13,786,884)	(13,971,618)	(10,886,759)	(5,129,587)			(81,958,521)	
Nonoperating																		
Suspense Clearing	9910	-	-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL BALANCE SHEET ITEMS		(47,000,000)	(15,495,094)	(2,606,840)	4,946,597	8,290,831	778,528	(142,945)	(15,100)	(11,314,162)	(11,401,226)	(11,874,669)	(10,382,606)	2,216,687			34,958,521	
E. NET INCREASE/DECREASE B - C + D		(47,000,000)	(7,491,064)	(2,524,070)	16,073,676	(18,448,983)	(19,290,589)	27,692,315	40,477,270	(33,811,445)	(4,564,159)	(175,499)	(14,427,844)	25,844,664	(14,187,323)		77,125,471	\$ 42,166,949
F. ENDING CASH (A + E)			106,800,422	104,276,352	120,350,028	101,901,044	82,610,455	110,302,770	150,780,041	116,968,596	112,404,437	112,228,938	97,801,095	123,645,758				
G. Ending Cash, Plus Cash Accruals and Adjustments																	\$ 109,458,435	

Sacramento City Unified School District 2022-23 Adopted Budget Cash Flow Projections

2023-24 Cash Flow Projection																			
2023-24	Object	2023-24 Beginning Balance	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	Accrual Projected	Adjustments	Total Projected	Budget	
A. BEGINNING CASH	9110	123,645,758	123,645,758	114,193,869	111,700,954	128,760,687	119,467,006	97,451,317	118,196,680	153,459,531	128,854,482	128,682,988	134,983,864	124,720,684			\$ -	\$ -	
B. RECEIPTS																			
LCFF Revenue Sources																			
Principal Apportionment	8010-8019		13,726,556	13,726,556	45,379,487	24,707,801	24,707,801	45,379,487	24,707,801	24,707,801	45,379,487	24,707,801	24,707,801	45,379,487			\$ -	\$ 357,217,863	\$ 357,217,863
Property Taxes	8020-8079		359	-	306	-	400,406	18,667,916	48,088,588	2,283,163	8,185	28,814,700	14,025,210	8,369,228			\$ -	\$ 120,658,059	\$ 120,658,059
Miscellaneous Funds	8080-8099		787	1,486	(919,474)	(2,504,054)	(988,008)	210	(1,010,301)	854	(2,277,048)	(595,109)	276,019	(2,197,020)			\$ -	\$ (13,839,687)	\$ (13,839,687)
Federal Revenues	8100-8299		416,775	1,122,866	9,173,279	2,339,351	3,377,704	6,570,699	11,888,062	417,474	9,493,172	4,657,665	799,238	21,906,751			\$ -	\$ 88,149,711	\$ 88,149,711
Other State Revenues	8300-8599		1,403,522	1,677,780	3,467,109	2,026,857	3,897,476	5,114,911	4,590,878	1,407,047	3,471,454	3,580,125	7,013,749	4,933,717			\$ 25,304,318	\$ 81,880,301	\$ 81,880,301
Other Local Revenues	8600-8799		520,759	161,743	144,247	281,930	144,717	196,833	486,742	296,201	313,284	1,343,253	490,988	631,815			\$ -	\$ 8,031,673	\$ 8,031,673
Interfund Transfers In	8910-8929		-	-	-	-	-	-	690,309	-	873,984	41,333	-	-			\$ -	\$ 2,342,426	\$ 2,342,426
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	\$ -
Undefined Objects																	\$ -	\$ -	\$ -
TOTAL RECEIPTS			16,068,758	16,690,431	57,244,954	26,851,885	31,540,097	75,930,055	89,442,079	29,112,541	57,262,517	62,549,767	47,313,004	79,023,976	30,105,966	25,304,318	644,440,346	644,440,346	
C. DISBURSEMENTS																			
Certificated Salaries	1000-1999		1,814,933	4,445,763	21,782,602	22,934,041	25,088,106	22,922,894	22,624,659	22,413,583	23,049,043	22,809,096	23,108,748	23,489,656	5,630,050		\$ -	\$ 242,113,174	\$ 242,113,174
Classified Salaries	2000-2999		3,049,507	4,305,622	5,655,984	5,919,042	5,886,751	5,951,143	5,896,564	5,700,202	5,902,869	5,838,150	7,131,560	6,377,376	2,438,077		\$ -	\$ 70,052,849	\$ 70,052,849
Employee Benefits	3000-3999		3,149,733	4,746,192	18,288,203	18,421,303	18,814,061	18,242,912	18,246,457	18,358,584	18,522,189	18,409,086	18,350,973	18,870,569	626,815		\$ 25,304,318	\$ 218,351,396	\$ 218,351,396
Books and Supplies	4000-4999		203,581	2,059,285	2,162,459	894,245	1,473,984	862,194	1,262,373	1,014,692	766,657	1,687,850	1,896,575	2,704,450	16,862,722		\$ -	\$ 33,851,067	\$ 33,851,067
Services	5000-5999		780,686	2,231,189	3,164,090	6,364,539	4,107,390	6,755,014	5,783,014	4,309,658	7,083,437	5,177,557	5,372,813	9,245,504	19,695,145		\$ -	\$ 80,070,037	\$ 80,070,037
Capital Outlay	6000-6599		115,392	468,718	316,552	188,135	130,205	267,750	338,911	197,399	268,608	209,272	362,220	451,812	2,114,279		\$ -	\$ 5,429,251	\$ 5,429,251
Other Outgo	7000-7499		(75,652)	(38,247)	(106,411)	(62,563)	(87,301)	(138,077)	(8,275)	(55,374)	72,089	(202,220)	(91,345)	93,807	522,878		\$ -	\$ (176,691)	\$ (176,691)
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	\$ -
TOTAL DISBURSEMENTS			9,038,179	18,218,523	51,263,479	54,658,742	55,413,196	54,863,830	54,143,703	51,938,743	55,664,892	53,928,791	56,131,545	61,233,174	47,889,966	25,304,318	649,691,083	649,691,083	
D. BALANCE SHEET ITEMS																			
Assets and Deferred Outflows																			
Cash Not In Treasury	9111-9199		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Accounts Receivable	9200-9299		29,787,342	7,076,898	5,380,688	11,222,891	18,613,522	2,083,199	(249,210)	112,794	64,071	(19,546)	(338,149)	425,570	(9,793,931)	(4,791,455)		\$ 29,787,342	
Due From Other Funds	9310		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Stores	9320		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Prepaid Expenditures	9330		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Other Current Assets	9340		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Deferred Outflows of Resources	9490		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Undefined Objects																	\$ -	\$ -	
SUBTOTAL ASSETS			29,787,342	7,076,898	5,380,688	11,222,891	18,613,522	2,083,199	(249,210)	112,794	64,071	(19,546)	(338,149)	425,570	(9,793,931)	(4,791,455)		\$ 29,787,342	
Liabilities and Deferred Inflows																			
Accounts Payable	9500-9599		(43,974,666)	(23,559,366)	(6,345,510)	(144,633)	(100,345)	(225,788)	(71,652)	(148,319)	(1,842,918)	(1,749,572)	(1,981,951)	(1,870,208)	(5,934,402)		\$ -	\$ (43,974,666)	
Due To Other Funds	9610		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Current Loans	9640		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Unearned Revenues	9650		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
Undefined Objects																	\$ -	\$ -	
SUBTOTAL LIABILITIES			(43,974,666)	(23,559,366)	(6,345,510)	(144,633)	(100,345)	(225,788)	(71,652)	(148,319)	(1,842,918)	(1,749,572)	(1,981,951)	(1,870,208)	(5,934,402)		\$ -	\$ (43,974,666)	
Nonoperating																			
Suspense Clearing	9910		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -	
TOTAL BALANCE SHEET ITEMS			(14,187,323)	(16,482,468)	(964,822)	11,078,258	18,513,176	1,857,411	(320,862)	(35,524)	(1,778,847)	(1,769,119)	(2,320,100)	(1,444,638)	(15,728,333)	(4,791,455)		\$ (14,187,323)	
E. NET INCREASE/DECREASE B - C + D			(14,187,323)	(9,451,890)	(2,492,915)	17,059,733	(9,293,681)	(22,015,688)	20,745,363	35,262,851	(24,605,050)	(171,494)	6,300,876	(10,263,180)	2,062,469	(22,575,454)		\$ (19,438,060)	\$ (5,250,737)
F. ENDING CASH (A + E)			114,193,869	111,700,954	128,760,687	119,467,006	97,451,317	118,196,680	153,459,531	128,854,482	128,682,988	134,983,864	124,720,684	126,783,153			\$ -	\$ 104,207,699	
G. Ending Cash, Plus Cash Accruals and Adjustments																	\$ -	\$ 104,207,699	

Sacramento City Unified School District 2022-23 Adopted Budget Cash Flow Projections

2024-25 Cash Flow Projection																		
2024-25	Object	2024-25 Beginning Balance	July 2024	August 2024	September 2024	October 2024	November 2024	December 2024	January 2025	February 2025	March 2025	April 2025	May 2025	June 2025	Accrual Projected	Adjustments	Total Projected	Budget
A. BEGINNING CASH	9110	126,783,153	126,783,153	112,241,510	107,374,716	115,298,787	96,286,725	75,345,784	96,329,833	128,383,454	107,396,075	103,540,046	112,508,115	106,316,533			\$ -	\$ -
B. RECEIPTS																		
LCF Revenue Sources																		
Principal Apportionment	8010-8019		14,495,532	14,495,532	45,783,051	26,091,957	26,091,957	45,783,051	26,091,957	26,091,957	45,783,051	26,091,957	26,091,957	45,783,051	-	-	\$ 368,675,011	\$ 368,675,011
Property Taxes	8020-8079		359		306		400,406	18,667,916	48,088,588	2,283,163	8,185	28,814,700	14,025,210	8,369,228			\$ 120,658,059	\$ 120,658,059
Miscellaneous Funds	8080-8099		787	1,486	(919,474)	(2,504,054)	(988,008)	210	(1,010,301)	854	(2,277,048)	(595,109)	276,019	(2,197,020)	(3,628,029)		\$ (13,839,687)	\$ (13,839,687)
Federal Revenues	8100-8299		174,582	470,356	3,842,583	979,928	1,414,882	2,752,391	4,979,775	174,875	3,976,582	1,951,043	334,792	9,176,490	6,696,637		\$ 36,924,916	\$ 36,924,916
Other State Revenues	8300-8599		1,403,522	1,677,780	3,467,109	2,026,857	3,897,476	5,114,911	4,590,878	1,407,047	3,471,454	3,580,125	7,013,749	4,933,717	13,991,358	25,304,318	\$ 81,880,301	\$ 81,880,301
Other Local Revenues	8600-8799		520,759	161,743	144,247	281,930	144,717	196,833	486,742	296,201	313,284	1,343,253	490,988	631,815	3,019,161		\$ 8,031,673	\$ 8,031,673
Interfund Transfers In	8910-8929		-	-	-	-	-	-	690,309	-	873,984	-	-	-	736,801		\$ 2,342,426	\$ 2,342,426
All Other Financing Sources	8930-8979		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL RECEIPTS			16,595,541	16,806,896	52,317,822	26,876,618	30,961,431	72,515,312	83,917,948	30,254,098	52,149,492	61,227,301	48,232,714	66,697,280	20,815,928	25,304,318	604,672,699	604,672,699
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		1,747,137	4,279,695	20,968,930	22,077,358	24,150,960	22,066,627	21,779,532	21,576,340	22,188,064	21,957,079	22,245,538	22,612,218	5,096,903		\$ 232,746,382	\$ 232,746,382
Classified Salaries	2000-2999		2,795,940	3,947,609	5,185,689	5,426,874	5,397,267	5,456,305	5,406,265	5,226,230	5,412,045	5,352,708	6,538,570	5,847,097	2,112,656		\$ 64,105,255	\$ 64,105,255
Employee Benefits	3000-3999		3,062,290	4,614,428	17,780,482	17,909,888	18,291,742	17,736,449	17,739,895	17,848,910	18,007,973	17,898,009	17,841,510	18,346,681	1,012,265	25,304,318	\$ 213,394,839	\$ 213,394,839
Books and Supplies	4000-4999		177,014	1,790,551	1,880,260	777,547	1,281,631	749,679	1,097,634	882,276	666,609	1,467,587	1,649,074	2,351,522	14,662,154		\$ 29,433,538	\$ 29,433,538
Services	5000-5999		775,869	2,217,424	3,144,569	6,325,272	4,082,049	6,713,338	5,747,336	4,283,069	7,039,736	5,145,614	5,339,665	9,188,463	19,573,634		\$ 79,576,038	\$ 79,576,038
Capital Outlay	6000-6599		17,979	73,020	-	29,313	20,287	41,717	52,805	30,756	41,851	32,606	56,437	70,396	329,420		\$ 845,918	\$ 845,918
Other Outgo	7000-7499		(763,237)	(385,868)	(1,073,556)	(631,187)	(880,760)	(1,393,032)	(83,484)	(558,657)	727,287	(2,040,160)	(921,556)	946,403	5,275,208		\$ (1,782,598)	\$ (1,782,598)
Interfund Transfers Out	7600-7629		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
All Other Financing Uses	7630-7699		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL DISBURSEMENTS			7,812,992	16,536,868	47,935,695	51,915,065	52,343,175	51,371,083	51,739,983	49,288,924	54,083,564	49,813,444	52,749,240	59,362,779	48,062,242	25,304,318	618,319,372	618,319,372
D. BALANCE SHEET ITEMS																		
<u>Assets and Deferred Outflows</u>																		
Cash Not In Treasury	9111-9199		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Accounts Receivable	9200-9299		25,314,511	2,332,792	1,773,662	3,699,455	6,135,664	686,695	(82,148)	37,181	54,450	(16,611)	(287,373)	361,667	(8,323,287)	18,942,365	\$ 25,314,511	\$ -
Due From Other Funds	9310		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Stores	9320		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Prepaid Expenditures	9330		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Other Current Assets	9340		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Outflows of Resources	9490		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
SUBTOTAL ASSETS			25,314,511	2,332,792	1,773,662	3,699,455	6,135,664	686,695	(82,148)	37,181	54,450	(16,611)	(287,373)	361,667	(8,323,287)	18,942,365	\$ 25,314,511	\$ -
<u>Liabilities and Deferred Inflows</u>																		
Accounts Payable	9500-9599		(47,889,966)	(25,656,983)	(6,910,485)	(157,511)	(109,279)	(245,891)	(78,032)	(161,524)	(2,007,003)	(1,905,346)	(2,158,415)	(2,036,723)	(6,462,773)		\$ (47,889,966)	\$ -
Due To Other Funds	9610		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Current Loans	9640		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Unearned Revenues	9650		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Deferred Inflows of Resources	9690		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Undefined Objects			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
SUBTOTAL LIABILITIES			(47,889,966)	(25,656,983)	(6,910,485)	(157,511)	(109,279)	(245,891)	(78,032)	(161,524)	(2,007,003)	(1,905,346)	(2,158,415)	(2,036,723)	(6,462,773)		\$ (47,889,966)	\$ -
Nonoperating			-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
Suspense Clearing	9910		-	-	-	-	-	-	-	-	-	-	-	-			\$ -	\$ -
TOTAL BALANCE SHEET ITEMS			(22,575,454)	(14,541,643)	(4,866,795)	7,924,072	(19,012,063)	(20,940,941)	20,984,049	32,053,621	(20,987,379)	(3,856,030)	8,968,069	(6,191,581)	(14,786,060)	18,942,365	\$ -	\$ (22,575,454)
F. NET INCREASE/DECREASE B - C + D			(22,575,454)	(14,541,643)	(4,866,795)	7,924,072	(19,012,063)	(20,940,941)	20,984,049	32,053,621	(20,987,379)	(3,856,030)	8,968,069	(6,191,581)	(14,786,060)	18,942,365	\$ -	\$ (13,646,673)
F. ENDING CASH (A + E)			112,241,510	107,374,716	115,298,787	96,286,725	75,345,784	96,329,833	128,383,454	107,396,075	103,540,046	112,508,115	106,316,533	98,864,974			\$ 90,561,025	\$ -
G. Ending Cash, Plus Cash Accruals and Adjustments			-	-	-	-	-	-	-	-	-	-	-	-			\$ 90,561,025	\$ -



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Item# 10.3

Meeting Date: June 23, 2022

Subject: 2022-23 Local Control and Accountability Plan Adoption

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

Division: Continuous Improvement and Accountability Office

Recommendation: Adopt the 2022-23 Local Control and Accountability Plan for SCUSD and all Dependent Charter Schools. Receive information about the 2022 California School Dashboard Local Indicators.

Background/Rationale: Annually, districts must develop and adopt a Local Control and Accountability Plan (LCAP). The LCAP provides details of goals, actions, and expenditures to support identified student outcomes and overall performance. The LCAP must be adopted by the board and submitted to the Sacramento County Office of Education (SCOE) for approval.

Financial Considerations: The LCAP includes a wide range of projected expenditures for actions and services being implemented to achieve the stated goals. These projections are developed in alignment with the proposed budget.

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

Documents Attached:

1. Executive Summary
2. SCUSD 2022-23 Local Control and Accountability Plan (LCAP) (To be provided Monday, June 20, 2022)
3. SCUSD 2022 California School Dashboard Local Indicator Data (To be provided Monday, June 20, 2022)
4. Bowling Green Elementary Charter School 2022-23 Local Control and Accountability Plan (LCAP) (To be provided Monday, June 20, 2022)
5. George Washington Carver School of Arts and Science 2022-23 Local Control and Accountability Plan (LCAP) (To be provided Monday, June 20, 2022)

6. New Joseph Bonnheim Community Charter School 2022-23 Local Control and Accountability Plan (LCAP) (To be provided Monday, June 20, 2022)
7. Sacramento New Technology High School 2022-23 Local Control and Accountability Plan (LCAP) (To be provided Monday, June 20, 2022)
8. The MET Sacramento High School 2022-23 Local Control and Accountability Plan (LCAP) (To be provided Monday, June 20, 2022)

Estimated Time of Presentation: 20 minutes
Submitted by: Lisa Allen, Deputy Superintendent
Steven Fong, LCAP/SPSA Coordinator

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



I. Overview/History of Department or Program

In July 2013, the state Legislature approved a new funding system for all California public schools. This new funding system, the Local Control Funding Formula (LCFF), requires that every Local Education Agency write a Local Control and Accountability Plan (LCAP).

The 2022-23 LCAP represents year 2 in the current three-year LCAP cycle (2021-22 through 2023-24). The 2021-22 to 2023-24 LCAP was approved by the board in June 2021. This reestablished the three-year cadence of the LCAP following a postponement in 2019-20 due to COVID-19.

The overall 2022-23 LCAP materials submitted to the Sacramento County Office of Education (SCOE) will also include a one-time report referred to as the Supplement to the Annual Update for the 2021-22 LCAP. This document provided an update to the board in February 2022 on the planned use of funding from the American Rescue Plan Act of 2021. This included an update on the implementation of the ESSER III Expenditure Plan, approved by the board in Fall 2021.

II. Driving Governance:

According to Ed Code 52060, on or before July 1, annually, the Governing Board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education (SBE), effective for three years with annual updates. It will include the district's annual goals for all students and for each significant subgroup in regard to the eight state priorities and any local priorities, as well as the plans for implementing actions to achieve those goals.

Section 124(e) of Assembly Bill 130 required districts to present an update on the Annual Update to the 2021-22 LCAP on or before February 28, 2022 at a regularly scheduled meeting of the board. This included:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

This update was presented to the board on February 17, 2022.

Ed Code 52064(e)(5) requires a district that is eligible to receive Differentiated Assistance based on the performance of the same student group or groups for three or more consecutive years to include a goal in the LCAP focused on improving the performance of that student group or groups.

The specific components required for the 2022-23 LCAP include:

- 2022 LCFF Budget Overview for Parents
- The Supplement to the Annual Update for the 2021-22 LCAP
- 2022-23 Local Control and Accountability Plan, including action tables and LCAP Instructions

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



III. Budget:

SCUSD's Local Control and Accountability Plan (LCAP) includes projected expenditures for the actions and services aligned to each LCAP goal. The Local Control Funding Formula (LCFF) Budget Overview for Parents for 2022-23 will provide a high-level overview of the district's entire budget. This will enable educational partners to clearly view the following for 2022-23:

Projected General Fund Revenue for the 2022-23 School Year:

- Total Local Control Funding Formula (LCFF) funds
- Local Control Funding Formula (LCFF) Supplemental and Concentration Grants
- All Other State Funds
- All Local Funds
- All Federal Funds
- Total Projected Revenue

Total Budgeted Expenditures for the 2022-23 School Year:

- Total Budgeted General Fund Expenditures
- Total Budgeted Expenditures in the LCAP
- Total Budgeted Expenditures for High Needs Students in the LCAP
- Expenditures not in the LCAP

Expenditures for High Needs Students in the 2021-22 School Year:

- Total Budgeted Expenditures for High Needs Students in the LCAP
- Actual Expenditures for High Needs Students in the LCAP

IV. Goals, Objectives and Measures:

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. (From CDE LCAP web page)

The key components of an LCAP include:

- An overview of the district's context, recent successes and identified needs
- A district's goals
- The actions/services that the district will implement to achieve those goals (and their projected costs)
- The metrics that will be used to determine success and the target outcomes for each metric
- Analysis of outcomes and expenditures from the previous year
- Description of how the district is increasing/improving services for unduplicated students
- Description of how educational partner input was solicited, summary of key input, and how it influenced the plan

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



SCUSD's proposed LCAP goals include the eight goals that were developed during the 2020-21 year and are reflected in the current (2021-22) LCAP that was approved in June 2021. These build upon the district's prior LCAP goals, former strategic plan, and the current core value and guiding principle. Three additional goals have been added (Goals 9, 10, and 11) for 2022-23. These are specific to Students with Disabilities, Homeless Youth, and Foster Youth, respectively. The proposed goals are:

1. **College and Career Readiness**

100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, American Indian or Alaska Native students, Hispanic/Latino students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.

2. **Foundational Educational Experience with Equitable Opportunities for ALL students**

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

3. **Integrated Supports**

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

4. **Culture and Climate – Dismantling Systems**

School and classroom learning environments will become safer, more inclusive, and more culturally competent through the active dismantling of inequitable and discriminatory systems affecting BIPOC students, Students with Disabilities, English Learners, Foster Youth, Homeless Youth, and LGBTQ+ Youth.

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



5. **Engagement and Empowerment**

Parents, families, community stakeholders, and students will be engaged and empowered as partners in teaching and learning through effective communication, capacity building, and collaborative decision-making.

6. **Implementation of Multi-Tiered System of Supports (MTSS) and Data-based Decision-making (DBDM)**

Provide all school sites three-years of training, coaching, and ongoing support to implement an effective Multi-Tiered System of Supports (MTSS). Training will be completed and all district sites should be conducting business and serving students using an MTSS framework by 2024-25. Progress will be measured with the Self-Assessment of MTSS (SAM) Implementation tool in addition to external indicators of site fidelity including: (a) holding MTSS team meetings regularly, (b) engaging in data based practices to assess need and progress monitor and (c) providing differentiated tiered interventions as evidenced by twice-yearly report outs of challenges/successes by each site leader.

7. **Update the District Graduate Profile**

SCUSD will revisit and revise the District Graduate Profile (Previously adopted in 2014) so that it accurately reflects the current priorities of stakeholders and adopt the updated version by the end of 2022-23. School sites will be provided support to align their instructional priorities and goals to the revised Graduate Profile so that all sites demonstrate evidence of alignment in their school plans by 2023-24.

8. **Basic Services and Districtwide Operations/Supports**

SCUSD will maintain sufficient instructional materials, safe and clean facilities, core classroom staffing, and other basic conditions necessary to support the effective implementation of actions across all LCAP goals.

9. **Focus on Students with Disabilities**

Provide every SCUSD student eligible for special education support and services with an educational program in their least restrictive environment and includes standards-aligned instruction enabling students to meet or exceed state standards.

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



10. Focus on Homeless Youth

SCUSD will respectfully, efficiently and effectively identify all eligible homeless youth so that they can be connected to and provided the appropriate family, academic social/emotional, behavioral, health, and other services. The percentage of all socioeconomically disadvantaged students who are identified as homeless will increase and approach the expected 5-10% rate.

11. Focus on Foster Youth

All Foster Youth demonstrating below-grade level academic proficiency will be offered 1 on 1 and/or small group tutoring services to support their accelerated progress toward grade-level standards.

The LCAP must include measurable outcomes that enable the district to monitor progress across the eight state priorities. The eight state priorities and examples of required measurable outcomes within each include:

1. Basics (Teacher Assignments, Access to Instructional Materials, Facilities in good repair)
2. State Standards (Implementation of academic content and performance standards adopted by the state)
3. Parental Involvement (Efforts to seek parent input in decision making and promotion of parent participation)
4. Pupil Achievement (Performance on standardized tests, college/career readiness, English Learner reclassification and proficiency)
5. Pupil Engagement (Attendance rates, Chronic Absenteeism rates, Drop-out rates, Graduation Rates)
6. School Climate (Suspension rates, Expulsion rates, local surveys of safety and connectedness)
7. Course Access (Enrollment in a broad course of study)
8. Other Pupil Outcomes (Pupil outcomes in subject areas)

In addition to the above, the LCAP includes a range of state and local indicators that SCUSD uses to monitor progress towards the plan's goals. For each measurable outcome identified, specific target outcomes for 2023-24 are included.

V. Major Initiatives:

Development of New LCAP Goals

A key area of growth for the 2022-23 LCAP is the development of three new goals, with the new goals focused on improving outcomes for Students with Disabilities, Homeless Youth, and Foster Youth, respectively. These new goals are required by Education Code based on SCUSD's recurring eligibility for Differentiated Assistance for all three student groups.

Eligibility for Differentiated Assistance under the California System of Support is defined as two or more student groups receiving a red indicator on two or more state priorities on the California School Dashboard

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



(Dashboard). Based on the review of student group performance on the 2019 Dashboard, SCUSD was identified as eligible for Differentiated Assistance for these student groups in these State indicators:

- Foster Youth: English Language Arts (ELA) and Math, Graduation Rate, Suspension Rate
- Students with Disabilities: English Language Arts (ELA) and Math, Graduation Rate
- Homeless Youth: English Language Arts (ELA) and Math, Chronic Absenteeism

Due to COVID-19, the state of California did not publish a full Dashboard in 2020 or 2021 and prior eligibility for Differentiated Assistance has been maintained through 2021-22. The three new LCAP goals (9, 10, and 11) represent focused goals that identify actions and measurable outcomes specific to the three identified student groups.

Alignment to ESSER III Actions

Across the LCAP, a key effort for the 2022-23 plan is the alignment to actions in the ESSER III Expenditure Plan. This includes the incorporation of new actions where applicable and notation within existing actions of aligned purpose. With the ESSER III plan having been developed in close alignment with the LCAP, it is helpful to establish further transparency by bringing those descriptions into the LCAP. With both the current LCAP cycle and the ESSER III funding timeline running through 2023-24, the timing of the two process is also in sync.

An important aspect of the LCAP is the requirement that districts describe how they have increased and improved services for the following student groups (collectively referred to as 'Unduplicated Students') as compared to all students:

- English language learners
- Socioeconomically disadvantaged (Low Income) students
- Foster Youth
- Homeless students

A major initiative highlighted within this year's LCAP is the district's implementation of an effective Multi-Tiered System of Supports (MTSS) at all school sites. This effort began during the 2020-21 school with a first cohort of 25 schools beginning their Year 1 (of 3) training and implementation. Cohort 2 is almost done with their first year and the final cohort of schools is preparing to begin their training in the fall of 2022. This initiative is a key priority in the district and represented by both a focus goal within the LCAP as well as key connections points throughout.

Educational partner engagement is a foundational part of the LCAP process and the input of partners played a significant role in shaping the current three-year plan. In the current year, input from educational partners has continued to drive improvements throughout the goals, actions, and measurable outcomes. For this current LCAP, engagement has built through the ESSER III expenditure plan development process and parallel to the development of other key plans such as the Educator Effectiveness Block Grant (EEBG) plan,

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



the Expanded Learning Opportunities Plan (ELO-P), and the new English Learner Master Plan. Engagement activities include meetings with district committees and groups, district surveys, listening sessions, and the program planning of staff. District committees and groups include, but are not limited to, the African American Advisory Board (AAAB), American Indian Education Program (AIEP) Parent Committee, Community Advisory Committee (CAC), District English Learner Advisory Committee (DELAC), LCAP Parent Advisory Committee (PAC), and Student Advisory Council (SAC). The educational partner engagement section of the LCAP outlines the engagement activities, key input received, and impact of the input on LCAP development.

Overall, the feedback provided by educational partners reaffirmed and built upon many of the key priorities communicated in past input and the fall ESSER III Expenditure Plan process. The following summary outlines the themes that emerged across various input strands, specific recommendations and priorities that emerged from educational partner groups, and provides links to additional and more detailed educational partner feedback documents.

The themes that emerged across the various input strands included multiple topics that have surfaced in past engagement processes with the addition of new aspects:

A more personalized educational experience with individual supports and options for students

The educational experience needs to be individualized to each student's needs. Assessments and progress monitoring need to provide the necessary student-level information on which to base personalized supports such as differentiated instruction (including Universal Design for Learning (UDL) practices) and targeted intervention. Students need to be made aware of and encouraged to pursue all options. This includes building an awareness of career options and pathways in addition to 4-year college.

Recruitment, retention, and development of talent

There is a critical need to recruit and retain excellent staff, particularly in the face of staffing shortages. We need to be innovative in how we recruit and retain and maximize opportunities to be competitive in the hiring landscape and minimize classroom and other vacancies. Staff need to be supported with appropriate professional learning so that they can effectively implement identified programs and initiatives. Recruitment and retention need to focus on staff that match the demographics of the student population.

Equitable access to programs and resources

All students need to have full access to a breadth of programs and opportunities inside and outside the classroom. This should not involve a 'pay to play' requirement and includes, but is not limited to, sports, arts, music, clubs, libraries, vocational programs, college trips, and other field trips. Engaging in a range of activities that build skills and foster positive relationships is a powerful contributor to mental health and can improve various student outcomes.

Board of Education Executive Summary

Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



Early Education to build a strong foundation

A strong academic and social-emotional foundation in the early years is a key lever for improving the outcomes for our highest-need students. Preschool and Transitional Kindergarten should be offered to all students/families. Bringing all K-3 students to grade level in Reading and Math is a critical need for addressing inequitable outcomes.

Representation/diversity and anti-racism

Curriculum needs to reflect the experience and perspectives of student groups (e.g. Black/African American). Staff should reflect the linguistic, racial, cultural, and other diversity of the student population. Systems that result in disproportionate impacts on specific student groups (e.g. suspension disproportionality) need to be dismantled and progress monitored. Further anti-racism training is needed. The planned school renaming process needs to be addressed.

Community Partnerships

The district needs to increase its collaboration with community partners to provide additional supports that are not possible internally due to capacity limits or expertise. In addition to provided direct services, such partnerships can break down walls between school and community and build the capacity of schools to serve a broader range of needs.

VI. Results:

The Local Control and Accountability Plan (LCAP) must be presented to the board in a public hearing and, in a subsequent meeting, for adoption prior to June 30, 2022. These steps must occur in alignment with the public hearing and adoption of the district's 2022-23 budget. Within 5 days of adoption, the LCAP must be submitted to the Sacramento County Office of Education (SCOE) for approval.

The Dashboard Local Indicators must also be presented during the same meeting at which the LCAP is adopted. Dashboard Local Indicators are self-reported by districts to the state and include:

- Basic Conditions: Teachers, Instructional Materials, Facilities
- Implementation of Academic Standards
- Parent and Family Engagement
- Local Climate Survey
- Access to a Broad Course of Study

Board of Education Executive Summary Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Public Hearing
June 23, 2022



Note: this item also includes 2022-23 LCAP materials from the district's 5 dependent charter schools including:

- Bowling Green Elementary Charter School
- George Washington Carver School of Arts and Science
- New Joseph Bonnheim Community Charter School
- Sacramento New Technology High School
- The MET Sacramento High School

VII. Lessons Learned/Next Steps:

Remaining Checkpoints in the LCAP development and adoption process include:

- June 23, 2022: LCAP/Budget Adoption
- June 28, 2022: Deadline to Submit LCAP to Sacramento County Office of Education (SCOE)
- Summer 2022: SCOE Feedback, SCUSD Revisions (if needed), SCOE Approval

Following adoption and approval by the Sacramento County Office of Education (SCOE), fall 2022 next steps will include communication and outreach with the adopted LCAP to students, families, and staff.

Key Terms:

- **Local Control and Accountability Plan (LCAP):** A three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes
- **Local Control Funding Formula (LCFF):** The state's method for funding school district
- **LCFF Base Funding:** Uniform base grant based on grade span and average daily attendance
- **Unduplicated Pupils:** English Learners, Foster Youth Homeless Youth, and Socioeconomically Disadvantaged student
- **LCFF Supplemental Grant Funding:** Additional funding based upon unduplicated pupil percentage
- **LCFF Concentration Grant Funding:** Additional funding based upon the percentage of unduplicated pupils exceeding 55% of district's enrollment



Local Control & Accountability Plan



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

Meeting Date: June 23, 2022

Subject: Review and Approval of Proposed Salary Improvements for Non-Represented Employees

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

Division: Legal Services; Business Services

Recommendation: Approve Proposed Salary Improvements for Non-Represented Employees Effective 2021-2022.

Background/Rationale: The aforementioned proposed salary improvements are provided for non-represented employees for the 2021-2022 school year.

For 2021-2022, non-represented employees will receive a 4% ongoing increase. They will also receive a one-time stipend in the amount of \$1,250.

For 2020-2021 and 2019-2020, non-represented employees will receive a 3% one-time stipend for both years.

Further, non-represented employees (and their families) will be fully covered with respect to the rate for Kaiser's health benefits.

Financial Considerations: One-time costs of \$1,536,927 and ongoing costs of \$1,418,976 in salaries and benefits to be funded with the general fund.

LCAP Goals: Operational Excellence.

Documents Attached:

1. AB 1200 Disclosure

<p>Estimated Time of Presentation: 5 Minutes Submitted by: Rose Ramos, Chief Business & Operations Officer Approved by: Jorge A. Aguilar, 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:	Nonrepresented/Management/Confidential Employees
Certificated, Classified, Other:	Certificated and Classified

The proposed agreement covers the period beginning: **July 1, 2021** and ending: **June 30, 2022**
 (date) (date)

The Governing Board will act upon this agreement on: **June 23, 2022**
 (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 All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2021-22	2022-23	2023-24
1. Salary Schedule Including Step and Column	\$ 16,174,156	\$ 646,966	\$ 652,760	\$ 658,612
		4.00%	3.88%	3.77%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ 1,161,699	\$ -	\$ -
Description of Other Compensation		One time stipends		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 5,286,440	\$ 542,725	\$ 205,746	\$ 207,475
		10.27%	3.53%	3.44%
4. Health/Welfare Plans	\$ 1,605,609	\$ -	\$ 563,372	\$ 608,442
		0.00%	35.09%	28.05%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 23,066,205	\$ 2,351,390	\$ 1,421,878	\$ 1,474,529
		10.19%	5.59%	5.49%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	153.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 150,760	\$ 15,369	\$ 9,293	\$ 9,637
		10.19%	5.59%	5.49%

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 percentage change is 4% for 2021-22 ongoing, an increase to 100% of the Kaiser rate for Employee +1 and Family beginning in 2022-23, a 3% one time stipend for 2019-20, a 3% one time stipend for 2020-21 and a \$1,250 one time stipend for 2021-22.

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

N/A

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.)

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.)

Ongoing costs will require an adjustment to balance revenue and expenditures potentially impacting programs or services.

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

N/A

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

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted and restricted general fund.

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.)

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: Nonrepresented/Management/Confidential Employees

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
REVENUES					
LCFF Revenue	8010-8099	\$ 387,962,223		\$ -	\$ 387,962,223
Federal Revenue	8100-8299	\$ 156,000		\$ -	\$ 156,000
Other State Revenue	8300-8599	\$ 7,370,623		\$ -	\$ 7,370,623
Other Local Revenue	8600-8799	\$ 5,996,912		\$ -	\$ 5,996,912
TOTAL REVENUES		\$ 401,485,758		\$ -	\$ 401,485,758
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 171,937,340	\$ 441,794	\$ -	\$ 172,379,134
Classified Salaries	2000-2999	\$ 52,273,178	\$ 1,139,826	\$ -	\$ 53,413,004
Employee Benefits	3000-3999	\$ 120,485,944	\$ 471,123	\$ -	\$ 120,957,067
Books and Supplies	4000-4999	\$ 11,568,398		\$ -	\$ 11,568,398
Services and Other Operating Expenditures	5000-5999	\$ 22,771,581		\$ -	\$ 22,771,581
Capital Outlay	6000-6999	\$ 537,591		\$ -	\$ 537,591
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,605,155		\$ -	\$ 1,605,155
Transfers of Indirect Costs	7300-7399	\$ (10,716,679)		\$ -	\$ (10,716,679)
TOTAL EXPENDITURES		\$ 370,462,508	\$ 2,052,743	\$ -	\$ 372,515,251
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 508,579	\$ -	\$ -	\$ 508,579
Contributions	8980-8999	\$ (92,324,656)	\$ -	\$ -	\$ (92,324,656)
OPERATING SURPLUS (DEFICIT)*		\$ (59,518,231)	\$ (2,052,743)	\$ -	\$ (61,570,974)
BEGINNING FUND BALANCE					
	9791	\$ 103,708,114			\$ 103,708,114
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 44,189,883	\$ (2,052,743)	\$ -	\$ 42,137,140
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740				
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 27,489,886	\$ -	\$ (2,052,743)	\$ 25,437,143
Reserve for Economic Uncertainties	9789	\$ 14,971,646	\$ -	\$ -	\$ 14,971,646
Unassigned/Unappropriated Amount	9790	\$ 1,399,482	\$ (2,052,743)	\$ 2,052,743	\$ 1,399,482

*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: Nonrepresented/Management/Confidential Employees

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
REVENUES					
LCFF Revenue	8010-8099	\$ 2,240,374		\$ -	\$ 2,240,374
Federal Revenue	8100-8299	\$ 181,452,450		\$ -	\$ 181,452,450
Other State Revenue	8300-8599	\$ 84,342,427		\$ -	\$ 84,342,427
Other Local Revenue	8600-8799	\$ 2,842,860		\$ -	\$ 2,842,860
TOTAL REVENUES		\$ 270,878,111		\$ -	\$ 270,878,111
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 80,117,806	\$ 63,421	\$ -	\$ 80,181,227
Classified Salaries	2000-2999	\$ 28,692,170	\$ 163,624	\$ -	\$ 28,855,794
Employee Benefits	3000-3999	\$ 76,314,835	\$ 71,603	\$ -	\$ 76,386,438
Books and Supplies	4000-4999	\$ 61,044,538		\$ (298,648)	\$ 60,745,891
Services and Other Operating Expenditures	5000-5999	\$ 109,872,005		\$ -	\$ 109,872,005
Capital Outlay	6000-6999	\$ 14,519,103		\$ -	\$ 14,519,103
Other Outgo (excluding Indirect Costs)	7100-7299			\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 9,342,533		\$ -	\$ 9,342,533
TOTAL EXPENDITURES		\$ 379,902,990	\$ 298,648	\$ (298,648)	\$ 379,902,990
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 92,324,656	\$ -	\$ -	\$ 92,324,656
OPERATING SURPLUS (DEFICIT)*		\$ (16,700,223)	\$ (298,648)	\$ 298,648	\$ (16,700,223)
BEGINNING FUND BALANCE					
	9791	\$ 22,198,603			\$ 22,198,603
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 5,498,380	\$ (298,648)	\$ 298,648	\$ 5,498,380
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 5,498,380	\$ -	\$ -	\$ 5,498,380
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ (298,648)	\$ 298,648	\$ 0

*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: Nonrepresented/Management/Confidential Employees

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
REVENUES					
LCFF Revenue	8010-8099	\$ 390,202,597		\$ -	\$ 390,202,597
Federal Revenue	8100-8299	\$ 181,608,450		\$ -	\$ 181,608,450
Other State Revenue	8300-8599	\$ 91,713,050		\$ -	\$ 91,713,050
Other Local Revenue	8600-8799	\$ 8,839,772		\$ -	\$ 8,839,772
TOTAL REVENUES		\$ 672,363,869		\$ -	\$ 672,363,869
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 252,055,146	\$ 505,215	\$ -	\$ 252,560,361
Classified Salaries	2000-2999	\$ 80,965,348	\$ 1,303,451	\$ -	\$ 82,268,799
Employee Benefits	3000-3999	\$ 196,800,779	\$ 542,725	\$ -	\$ 197,343,504
Books and Supplies	4000-4999	\$ 72,612,936		\$ (298,648)	\$ 72,314,289
Services and Other Operating Expenditures	5000-5999	\$ 132,643,586		\$ -	\$ 132,643,586
Capital Outlay	6000-6999	\$ 15,056,694		\$ -	\$ 15,056,694
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,605,155		\$ -	\$ 1,605,155
Transfers of Indirect Costs	7300-7399	\$ (1,374,146)		\$ -	\$ (1,374,146)
TOTAL EXPENDITURES		\$ 750,365,498	\$ 2,351,391	\$ (298,648)	\$ 752,418,241
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 508,579	\$ -	\$ -	\$ 508,579
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (76,218,454)	\$ (2,351,391)	\$ 298,648	\$ (78,271,197)
BEGINNING FUND BALANCE					
	9791	\$ 125,906,717			\$ 125,906,717
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 49,688,263	\$ (2,351,391)	\$ 298,648	\$ 47,635,520
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740	\$ 5,498,380	\$ -	\$ -	\$ 5,498,380
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 27,489,886	\$ -	\$ (2,052,743)	\$ 25,437,143
Reserve for Economic Uncertainties	9789	\$ 14,971,646	\$ -	\$ -	\$ 14,971,646
Unassigned/Unappropriated Amount	9790	\$ 1,399,482	\$ (2,351,391)	\$ 2,351,391	\$ 1,399,482

*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: Nonrepresented/Management/Confidential Employees

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ 1,044,843		\$ -	\$ 1,044,843
Other State Revenue	8300-8599	\$ 2,380,534		\$ -	\$ 2,380,534
Other Local Revenue	8600-8799	\$ 3,719,415		\$ -	\$ 3,719,415
TOTAL REVENUES		\$ 7,144,793		\$ -	\$ 7,144,793
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 1,631,436	\$ -	\$ -	\$ 1,631,436
Classified Salaries	2000-2999	\$ 1,455,440	\$ -	\$ -	\$ 1,455,440
Employee Benefits	3000-3999	\$ 2,250,757	\$ -	\$ -	\$ 2,250,757
Books and Supplies	4000-4999	\$ 471,524		\$ -	\$ 471,524
Services and Other Operating Expenditures	5000-5999	\$ 1,376,977		\$ -	\$ 1,376,977
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 78,231		\$ -	\$ 78,231
TOTAL EXPENDITURES		\$ 7,264,365	\$ -	\$ -	\$ 7,264,365
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (119,572)	\$ -	\$ -	\$ (119,572)
BEGINNING FUND BALANCE					
	9791	\$ 801,095			\$ 801,095
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 681,523	\$ -	\$ -	\$ 681,523
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 681,523	\$ -	\$ -	\$ 681,523

*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: Nonrepresented/Management/Confidential Employees

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ 7,836,558		\$ -	\$ 7,836,558
Other State Revenue	8300-8599	\$ 6,114,834		\$ -	\$ 6,114,834
Other Local Revenue	8600-8799	\$ 1,359,559		\$ -	\$ 1,359,559
TOTAL REVENUES		\$ 15,310,951		\$ -	\$ 15,310,951
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 5,105,484	\$ -	\$ -	\$ 5,105,484
Classified Salaries	2000-2999	\$ 2,084,360	\$ -	\$ -	\$ 2,084,360
Employee Benefits	3000-3999	\$ 5,280,872	\$ -	\$ -	\$ 5,280,872
Books and Supplies	4000-4999	\$ 2,302,749		\$ -	\$ 2,302,749
Services and Other Operating Expenditures	5000-5999	\$ 401,110		\$ -	\$ 401,110
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 363,037		\$ -	\$ 363,037
TOTAL EXPENDITURES		\$ 15,537,612	\$ -	\$ -	\$ 15,537,612
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (226,662)	\$ -	\$ -	\$ (226,662)
BEGINNING FUND BALANCE					
	9791	\$ 413,039			\$ 413,039
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 186,377	\$ -	\$ -	\$ 186,377
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 186,377	\$ -	\$ -	\$ 186,377
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ -	\$ -	\$ 0

*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: Nonrepresented/Management/Confidential Employees

	Object Code	Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 30,000,000		\$ -	\$ 30,000,000
Other State Revenue	8300-8599	\$ 1,386,512		\$ -	\$ 1,386,512
Other Local Revenue	8600-8799	\$ 285,000		\$ -	\$ 285,000
TOTAL REVENUES		\$ 31,671,512		\$ -	\$ 31,671,512
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 7,952,143	\$ -	\$ -	\$ 7,952,143
Employee Benefits	3000-3999	\$ 7,530,244	\$ -	\$ -	\$ 7,530,244
Books and Supplies	4000-4999	\$ 14,228,347		\$ -	\$ 14,228,347
Services and Other Operating Expenditures	5000-5999	\$ 1,729,816		\$ -	\$ 1,729,816
Capital Outlay	6000-6999	\$ 298,322		\$ -	\$ 298,322
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 692,098		\$ -	\$ 692,098
TOTAL EXPENDITURES		\$ 32,430,969	\$ -	\$ -	\$ 32,430,969
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (759,457)	\$ -	\$ -	\$ (759,457)
BEGINNING FUND BALANCE					
BEGINNING FUND BALANCE	9791	\$ 16,414,434			\$ 16,414,434
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 15,654,977	\$ -	\$ -	\$ 15,654,977
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 15,432,155	\$ -	\$ -	\$ 15,432,155
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 222,822	\$ -	\$ -	\$ 222,822
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*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: **Nonrepresented/Management/Confidential Employees**

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
REVENUES					
Federal Revenue	8100-8299	\$ 1,079,464		\$ -	\$ 1,079,464
Other State Revenue	8300-8599	\$ 19,010,752		\$ -	\$ 19,010,752
Other Local Revenue	8600-8799	\$ 19,159		\$ -	\$ 19,159
TOTAL REVENUES		\$ 20,109,375		\$ -	\$ 20,109,375
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 8,232,090	\$ -	\$ -	\$ 8,232,090
Classified Salaries	2000-2999	\$ 1,087,265	\$ -	\$ -	\$ 1,087,265
Employee Benefits	3000-3999	\$ 6,132,361	\$ -	\$ -	\$ 6,132,361
Books and Supplies	4000-4999	\$ 1,192,359		\$ -	\$ 1,192,359
Services and Other Operating Expenditures	5000-5999	\$ 2,435,099		\$ -	\$ 2,435,099
Capital Outlay	6000-6999	\$ 10,000		\$ -	\$ 10,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 22,772		\$ -	\$ 22,772
TOTAL EXPENDITURES		\$ 19,111,946	\$ -	\$ -	\$ 19,111,946
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 431,000	\$ -	\$ -	\$ 431,000
Transfers Out and Other Uses	7600-7699	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
OPERATING SURPLUS (DEFICIT)*		\$ (863,325)	\$ -	\$ -	\$ (863,325)
BEGINNING FUND BALANCE					
	9791	\$ 6,381,614			\$ 6,381,614
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 5,518,290	\$ -	\$ -	\$ 5,518,290
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 1,117,062	\$ -	\$ -	\$ 1,117,062
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 4,236,228		\$ -	\$ 4,236,228
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 165,000	\$ -	\$ -	\$ 165,000

*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: **Building Fund Fund 21**
Bargaining Unit: **Nonrepresented/Management/Confidential Employees**

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	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)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenues	8600-8799	\$ 345,671		\$ -	\$ 345,671
TOTAL REVENUES		\$ 345,671		\$ -	\$ 345,671
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 655,778	\$ -	\$ -	\$ 655,778
Employee Benefits	3000-3999	\$ 404,813	\$ -	\$ -	\$ 404,813
Books and Supplies	4000-4999	\$ 9,083		\$ -	\$ 9,083
Services and Other Operating Expenditures	5000-5999	\$ 1,652,002		\$ -	\$ 1,652,002
Capital Outlay	6000-6999	\$ 30,269,167		\$ -	\$ 30,269,167
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ 32,990,842	\$ -	\$ -	\$ 32,990,842
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 80,783,875	\$ -	\$ -	\$ 80,783,875
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 48,138,705	\$ -	\$ -	\$ 48,138,705
BEGINNING FUND BALANCE					
	9791	\$ 34,418,837			\$ 34,418,837
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 82,557,542	\$ -	\$ -	\$ 82,557,542
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 82,557,542	\$ -	\$ -	\$ 82,557,542
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ -	\$ -	\$ 0

*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	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (298,648)	Adjustment in supplies to offset 4% 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	\$ -	
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

Bargaining Unit: Nonrepresented/Management/Confidential Employees

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 387,962,223	\$ 440,697,336	\$ 440,759,756
Federal Revenue 8100-8299	\$ 156,000	\$ 156,000	\$ 156,000
Other State Revenue 8300-8599	\$ 7,370,623	\$ 7,370,623	\$ 7,370,623
Other Local Revenue 8600-8799	\$ 5,996,912	\$ 5,996,912	\$ 5,996,912
TOTAL REVENUES	\$ 401,485,758	\$ 454,220,871	\$ 454,283,291
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 172,379,134	\$ 169,501,803	\$ 168,263,547
Classified Salaries 2000-2999	\$ 53,413,004	\$ 38,278,661	\$ 38,486,416
Employee Benefits 3000-3999	\$ 120,957,067	\$ 126,201,500	\$ 129,867,746
Books and Supplies 4000-4999	\$ 11,568,398	\$ 8,137,338	\$ 12,541,003
Services and Other Operating Expenditures 5000-5999	\$ 22,771,581	\$ 25,612,244	\$ 24,961,910
Capital Outlay 6000-6999	\$ 537,591	\$ 72,200	\$ 72,200
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,605,155	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (10,716,679)	\$ (7,067,841)	\$ (7,067,841)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 372,515,251	\$ 361,885,905	\$ 368,274,981
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,291,754	\$ 2,291,754	\$ 2,291,754
Transfers Out and Other Uses 7600-7699	\$ 508,579	\$ 558,256	\$ 558,256
Contributions 8980-8999	\$ (92,324,656)	\$ (96,922,460)	\$ (103,501,459)
OPERATING SURPLUS (DEFICIT)*	\$ (61,570,974)	\$ (2,853,996)	\$ (15,759,651)
BEGINNING FUND BALANCE			
9791	\$ 103,708,114	\$ 42,137,140	\$ 39,283,144
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 42,137,140	\$ 39,283,144	\$ 23,523,493
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ 328,869	\$ 328,869
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 25,437,143	\$ 26,434,435	\$ 10,402,002
Reserve for Economic Uncertainties 9789	\$ 14,971,646	\$ 12,519,840	\$ 12,792,623
Unassigned/Unappropriated Amount 9790	\$ 1,399,482	\$ 0	\$ (0)

*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: Nonrepresented/Management/Confidential Employees

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 2,240,374	\$ 2,240,374	\$ 2,240,374
Federal Revenue 8100-8299	\$ 181,452,450	\$ 92,877,889	\$ 93,548,973
Other State Revenue 8300-8599	\$ 84,342,427	\$ 71,845,608	\$ 71,845,608
Other Local Revenue 8600-8799	\$ 2,842,860	\$ 219,748	\$ 219,748
TOTAL REVENUES	\$ 270,878,111	\$ 167,183,619	\$ 167,854,703
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 80,181,227	\$ 61,622,221	\$ 64,196,521
Classified Salaries 2000-2999	\$ 28,855,794	\$ 25,570,499	\$ 26,188,009
Employee Benefits 3000-3999	\$ 76,386,438	\$ 70,919,749	\$ 73,496,720
Books and Supplies 4000-4999	\$ 60,745,891	\$ 30,632,990	\$ 31,077,063
Services and Other Operating Expenditures 5000-5999	\$ 109,872,005	\$ 63,447,569	\$ 65,685,111
Capital Outlay 6000-6999	\$ 14,519,103	\$ 8,017,135	\$ 8,017,135
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 9,342,533	\$ 6,547,348	\$ 6,547,348
Other Adjustments		\$ (2,651,432)	\$ (3,851,745)
TOTAL EXPENDITURES	\$ 379,902,990	\$ 264,106,079	\$ 271,356,162
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 92,324,656	\$ 96,922,460	\$ 103,501,459
OPERATING SURPLUS (DEFICIT)*	\$ (16,700,223)	\$ (0)	\$ 0
BEGINNING FUND BALANCE			
9791	\$ 22,198,603	\$ 5,498,380	\$ 5,498,380
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 5,498,380	\$ 5,498,380	\$ 5,498,380
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 5,498,380	\$ 5,498,380	\$ 5,498,380
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 0	\$ (0)	\$ (0)

*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: Nonrepresented/Management/Confidential Employees

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 390,202,597	\$ 442,937,710	\$ 443,000,130
Federal Revenue 8100-8299	\$ 181,608,450	\$ 93,033,889	\$ 93,704,973
Other State Revenue 8300-8599	\$ 91,713,050	\$ 79,216,231	\$ 79,216,231
Other Local Revenue 8600-8799	\$ 8,839,772	\$ 6,216,660	\$ 6,216,660
TOTAL REVENUES	\$ 672,363,869	\$ 621,404,490	\$ 622,137,994
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 252,560,361	\$ 231,124,025	\$ 232,460,068
Classified Salaries 2000-2999	\$ 82,268,799	\$ 63,849,159	\$ 64,674,425
Employee Benefits 3000-3999	\$ 197,343,504	\$ 197,121,249	\$ 203,364,466
Books and Supplies 4000-4999	\$ 72,314,289	\$ 38,770,328	\$ 43,618,066
Services and Other Operating Expenditures 5000-5999	\$ 132,643,586	\$ 89,059,813	\$ 90,647,021
Capital Outlay 6000-6999	\$ 15,056,694	\$ 8,089,335	\$ 8,089,335
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,605,155	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (1,374,146)	\$ (520,493)	\$ (520,493)
Other Adjustments		\$ (2,651,432)	\$ (3,851,745)
TOTAL EXPENDITURES	\$ 752,418,241	\$ 625,991,984	\$ 639,631,143
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,291,754	\$ 2,291,754	\$ 2,291,754
Transfers Out and Other Uses 7600-7699	\$ 508,579	\$ 558,256	\$ 558,256
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (78,271,197)	\$ (2,853,996)	\$ (15,759,651)
BEGINNING FUND BALANCE			
9791	\$ 125,906,717	\$ 47,635,520	\$ 44,781,524
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 47,635,520	\$ 44,781,524	\$ 29,021,873
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ 328,869	\$ 328,869
Restricted 9740	\$ 5,498,380	\$ 5,498,380	\$ 5,498,380
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 25,437,143	\$ 26,434,435	\$ 10,402,002
Reserve for Economic Uncertainties 9789	\$ 14,971,646	\$ 12,519,840	\$ 12,792,623
Unassigned/Unappropriated Amount 9790	\$ 1,399,482	\$ 0	\$ (0)

*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

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 752,926,820	\$ 626,550,240	\$ 640,189,399
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 752,926,820	\$ 626,550,240	\$ 640,189,399
d.	State Standard Minimum Reserve Percentage for this District 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)	\$ 15,058,536	\$ 12,531,005	\$ 12,803,788

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 14,971,646	\$ 12,519,840	\$ 12,792,623
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 1,399,482	\$ 0	\$ (0)
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	\$ 16,371,128	\$ 12,519,840	\$ 12,792,622
f.	Reserve for Economic Uncertainties Percentage	2.17%	2.00%	2.00%

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

2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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	\$ 2,351,390
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (2,351,391)
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	\$ -
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)	\$ (2,351,391)

Variance \$ (1)

Variance Explanation:

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.

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$(76,218,454)	(10.2%)	Bargaining Unit Agreements
Current FY Surplus/(Deficit) after settlement(s)?	\$(78,271,197)	(10.4%)	Bargaining Unit Agreements
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (2,853,996)	(0.5%)	Bargaining Unit Agreements
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$(15,759,651)	(2.5%)	Bargaining Unit Agreements

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.

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,651,432)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (3,851,745)	

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, 2021 to June 30, 2022.

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:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 2,052,743
Ending Balance(s) Increase/(Decrease)	\$ (2,052,743)

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 1,981,955
Ending Balance(s) Increase/(Decrease)	\$ (1,981,955)

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

_____ **District Superintendent**
(Signature)

_____ **Date**

I hereby certify I am unable to certify

_____ **Chief Business Official**
(Signature)

_____ **Date**

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

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

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Please see attached documents.

Concerns regarding affordability of agreement in subsequent years (if any):

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

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 23, 2022, took action to approve the proposed agreement with the Non Represented/Management/Confidential Employees.

**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.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: June 23, 2022

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Supplies/Equipment
4. Recommended Bid Awards – Facilities Projects
5. Notices of Completion – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Dan Sanchez, Purchasing Manager Approved by: Jorge A. Aguilar, Superintendent</p>
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GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE & CAREER READINESS</u>		
California Department of Education A22-00087	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$1,007,830 District Match: \$2,015,660
<p>7/1/21 – 6/30/23: Under the awarded Career Technical Education Incentive Grant (CTEIG) 21-22, and adherence to the 12 High Quality Program Standards for Career Technical Education (CTE), District will continue to practice deliberate integrated curriculum instruction and provide work-based learning structures focused on high-skill, high-demand, high-wage, workforce development. We will work with the Linked Learning Alliance to ensure our teachers are supported in reviewing cross-curricular curriculum between the CTE teachers and the core academic teachers to ensure learning is relevant according to the latest industry standards. We will ensure that students are prepared and ready to persist in SCUSD High School CTE Pathways and through Post-Secondary Guided Pathways, by deepening our counselors' knowledge of the profession of each of the pathways on their sites by meeting with their CTE teachers and collaborating with post-secondary partners. Students will have opportunities to interact within their communities in various ways by identifying mentors and internships within each pathway that will allow our students to learn outside of school. We will continue to leverage our partners so that our students have a CTE plan of support grounded in MTSS. High Quality Program Standards are in the following areas: High-Quality Integrated Curriculum and Instruction, Career Exploration and Student Supports, Cross-System Alignment, Appropriate use of Data and Continuous Improvement, Skilled instruction and Industry leadership informed by professional development and Equity and Access.</p>		

<u>NUTRITION SERVICES</u>		
Share Our Strength No Kid Hungry Campaign A22-00085	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2021/22	\$69,000 No Match
<p>5/9/22 – 9/30/22: No Kid Hungry Campaign grant funds will be used to provide a mobile food pantry in Summer 2022 including expenses for staff wages, fuel and purchase of produce. Other food items provided by the Sacramento Food Bank will also be distributed.</p>		

YOUTH DEVELOPMENT

Expanded Learning Program 2021/22 New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6/1/22 – 8/19/22: Six providers will develop, maintain and sustain expanded learning programming for the 2021/22 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. 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.
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2021/22 Expanded Learning Contracts	
Boys & Girls Club of Greater Sacramento, SA23-00062 Sites served: Edward Kemble and Ethel I. Baker	\$128,738.20 ASES Funds
Center for Fathers and Families, SA23-00065 Sites served: HW Harkness, New Joseph Bonnheim, and Oak Ridge	\$149,069.17 ASES Funds
Empowering Possibilities Unlimited, SA23-00064 Sites served: James Marshall and Mark Twain	\$94,862.20 ASES Funds

Leaders of Tomorrow, SA23-00063 Sites served: Isador Cohen and John Sloat	\$103,162.64 ASES Funds
Sacramento Chinese Community Service Center, SA23-00066 Sites served: Abraham Lincoln, Albert Einstein, Bowling Green, California Middle, Camellia Basic, Caroline Wenzel, Cesar Chavez, Earl Warren, Ethel Phillips, Fern Bacon, Golden Empire, John Cabrillo, Martin Luther King, Jr., Nicholas, Pacific, Peter Burnett, Pony Express, Tahoe, Washington, Will C Wood, William Land and Woodbine	\$1,043,484.20 ASES Funds
YMCA of Superior California, SA23-00067 Sites served: B’Nai Israel at 3600 Riverside Blvd and YMCA at 2021 W Street	\$90,521.00 ASES Funds
Rose Family Creative Empowerment Center, SA23-00068 Sites served: John Still K-8, Parkway and Phoenix Park Community Center	\$398,513.69 ASES Funds

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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CONTINUOUS IMPROVEMENT & ACCOUNTABILITY

The College Board SA23-00016 New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7/1/22 – 6/30/23: Administration of PSAT and SAT School Day programs. The PSAT Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age. The PSAT will be administered to all students in the 8th, 9th and 10th grades. The SAT School Day Program includes administration of the SAT exam during a school day for all 11th grade students in the District. Prior to the exams students have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Other services include Student Online Score Report, School online access to individual student score reports and aggregate score reports, and downloadable student data file.	\$193,525 ESSER II Funds
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FACILITIES SUPPORT SERVICES

Nacht & Lewis Architects SA23-00019 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5/19/22: Architectural design services for the Oak Ridge New Construction project The Facilities Master Planning process identified Oak Ridge as a Vision project – facility improvement projects that will provide students and communities with a learning environment that meets the District’s design standards for all six “educational petals,” including Learning Environments, Inquiry and Experiential Learning, Individualized Student Support, Fitness and Athletics, Safety and Security, and Dining Experience and Nutrition. Visionary projects are prioritized using equity indices to address the needs of under-resourced, historically marginalized neighborhoods and the student populations identified in the LCAP’s goals and objectives with the intent	\$2,102,500 Measure Q Funds
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	that capital project funding is directed toward addressing the most significant equity and opportunity gaps.	
	Nacht & Lewis was selected for this project from the District's pool of architects qualified through an RFQ process in December 2021.	
Nacht & Lewis Architects SA23-00020	5/19/22: Architectural design services for the Design Standard and Technical Specifications	\$233,389 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Nacht & Lewis will assist SCUSD in developing a body of facility design standards and technical specifications unique to SCUSD; to be used by individual design teams on future new and modernization projects throughout the District. As needed, bring in product vendors/ reps and specialists to assist shop supervisors with identifying new products and materials.	
	Nacht & Lewis was selected for this project from the District's pool of architects qualified through an RFQ process in December 2021.	
Innovative Construction Services SA23-00025	6/22/22-5/1/26: Project and construction management services for the Oak Ridge New Construction project	\$1,450,000 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Innovative Construction Services was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021	
Kitchell CEM SA23-00026	5/26/22: Project and construction management services for the Nicholas New Construction project.	\$1,554,180 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Kitchell was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.	
HMC Group SA23-00055	5/19/22: Architectural design services for the Nicholas ES New School and Modernization project	\$2,460,000 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The Facilities Master Planning process identified Nicholas as a Vision project – facility improvement projects that will provide students and communities with a learning environment that meets the District's design standards for all six "educational petals," including Learning Environments, Inquiry and Experiential Learning, Individualized Student Support, Fitness and Athletics, Safety and Security, and Dining Experience and Nutrition. Visionary projects are prioritized using equity indices to address the needs of under-resourced, historically marginalized neighborhoods and the student populations identified in the LCAP's goals and objectives with the intent that capital project funding is directed toward addressing the most significant equity and opportunity gaps.	
	HMC Group was selected for this project from the District's pool of architects qualified through an RFQ process in December 2021.	

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>LEGAL DEPARTMENT</u>		
Lozano Smith LLP SA22-00039	7/1/21 – 6/30/22: Legal services as required for current services remaining in 2021-22. Services relate primarily to labor and employment matters, business, special education and board matters. The majority of the District's legal expenses relate to numerous pending and recent matters, primarily with its labor associations, including but not limited to:	Original Amount: \$2,000,000
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<ul style="list-style-type: none"> • Legal support for successor collective bargaining negotiations, including mediation and fact-finding • Legal support for COVID-related negotiations • Representation of District in various employment matters including certificated and classified employee discipline hearings, investigations, and related matters and associated costs 	Increase: \$800,000
	Representation of District in various administrative hearings including arbitrations and hearings before the Public Employment Relations Board and associated costs	New Total: \$2,800,000 General Fund

RECOMMENDED BID AWARDS – Supplies/Equipment

BID No. 22-0502 Nutrition Services – Direct Paper & Packaging Products

Recommendation: See Listed Vendors Below

Amount: \$ See Listed Amounts Below

Funding Source: Funding is through Nutrition Services

This Bid is Nutrition Services - Paper Packaging Products. The Bid was lawfully advertised on May 9 and May 16, 2022. This is a one (1) year bid with the possibility of two (2), one (1) year extensions. Purchasing recommends the listed vendors based on bid criteria as the lowest responsive bidder meeting specifications. This is a line item bid. Items awarded are in line with California Government Code and Child Nutrition Reauthorization Act.

BIDDER	BIDDER LOCATION	Awarded Line Items	AMOUNT
Interboro Packaging	Montgomery, NY	14,15	\$10,912.00
Daxwell	Houston, TX	6	\$6,471.00
Individual Food Service	Bell CA	2,4,8,9,10,11,13,23,26,27,28,30,31,32,33,38,42,43,44,45,51,52,53,54,55,56	\$378,865.69

P & R Paper Supply Co.	Redlands CA	1,3,5,17,18,19,22,24,25,29,34,35,36,39,40,41,46,47,48,49,50	\$153,321.25
Sysco Sacramento	Pleasant Grove CA	7,12,16,20,21,37	\$29,905.00

RFP No. 22-0501 Nutrition Services – Fresh Produce

Recommendation: General Produce

Amount: \$886,527.00

Funding Source: Funding is through Nutrition Services

This Bid is Nutrition Services - Fresh Produce, Elementary Schools. The Bid was lawfully advertised on May 9 and May 16, 2022. This is a three (3) year bid with the possibility of two (2), one (1) year extensions. Purchasing recommends the listed vendor based on bid criteria as the most responsive bidder meeting specifications. This is an all or none bid. Items awarded are in line with California Government Code and Child Nutrition Reauthorization Act.

Bidder	Bidder Location	Amount
General Produce Co.	Sacramento, CA	\$886,527.00
Coast Tropical	Union City, CA	Non-Responsive

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Health Services, Elder Creek Elementary Bowling Green McCoy Parkway Elementary Early Learning A Warren McCaskey Technology Services	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.
Items	STATUS: The District has determined these items are not repairable nor usable.
Computers (117 each) Chromebooks (193 each) Monitor (68 each) Printers (14 each) Typewriter (4 each) Laptops (54 each) Fax Machine (1 each) Television (1 each) Laminator (1 each) Shredder (1 each) VCR (1 each) Document Reader (5 each) Projector (9 each) Wireless Access Point (110 each) Misc. keyboards, cables, mice	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546.

TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
Salvage	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0032-416, Caleb Greenwood Paving Repairs and Shade Structure

Bids received: June 1, 2002

Recommendation: Award contract to AM Stephens Construction Co., Inc.

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
AM Stephens Construction Co. Inc.	Lodi, CA	\$1,818,527.00

Bid No: 457, Security Fencing at 7 Sites

Bids received: May 26, 2002

Recommendation: Award contract to Roebbelen Contracting, Inc.

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
Roebbelen Contracting, Inc.	El Dorado Hills, CA	\$1,847,222.00
Pisor Fence Division, Inc.	Citrus Heights, CA	\$2,210,900.00

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Construction Services for HJHS Stadium

Recommendation: Award to AM Stephens Construction Co., Inc.

Amount/Funding: \$8,541,747; Measure Q Funds

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback construction services statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback construction services contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
TSE Construction	Districtwide Hydration Stations, Phase 1	April 1, 2022

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870		CDE GRANT NUMBER				
		FY	PCA	Vendor Number	Suffix	
		21	25437	67439	00	
Attention Jorge Aguilar		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Program Office		Resource Code	Revenue Object Code		34	
Telephone (916) 643-9000		6387	8590		INDEX	
Name of Grant Program Career Technical Education Incentive Grant					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	0	0	\$1,007,830	0	July 1, 2021	December 31, 2023
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
N/A	N/A	N/A			N/A	
<p>I am pleased to inform you that you have been funded for the Career Technical Education Incentive Grant.</p> <p>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.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Ann Chambers, Associate Governmental Program Analyst Career and College Transition Division, Career Technical Education Leadership Support Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Shallie Johnson				Job Title Education Programs Consultant		
E-mail Address shjohnson@cde.ca.gov				Telephone (916) 445-7754		
Signature of the State Superintendent of Public Instruction or Designee 				Date April 4, 2022		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
E-mail Address				Telephone <div style="text-align: right; font-size: 1.2em; font-weight: bold;">RECEIVED</div>		
Signature 				Date <div style="text-align: right; font-size: 1.2em; font-weight: bold;">APR 20 2022</div>		

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department**

And

Boys and Girls Club of Greater Sacramento

The Sacramento City Unified School District (“District”) and the Boys and Girls Club of Greater Sacramento (BGC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage BOYS AND GIRLS CLUB OF GREATER SACRAMENTO to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2022: Edward Kemble Elementary, Ethel I Baker Elementary, and Boys, and Girls Club (Teichert Branch). The primary purpose of SummerMatters program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO will work collaboratively with the District to develop, support, coordinate, and implement the **SummerMatters program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All BGC 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 must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. BGC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

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

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

iv. BGC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. **Payment.** For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse BGC for direct services not to exceed **\$128,738.20** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Program Dates	Attendance/ Target Days
SummerMatters Program	Edward Kemble	\$47,431.10	June 30 – July 29	80 students/Per day for 21 days
SummerMatters Program	Ethel I Baker	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Boys and Girls Club Teichert Branch	\$33,876.00	August 1 – August 19	80 students per day for 15 days
Total Amount		\$128,738.20		

The total amount is for 25 days (Edward Kemble and Ethel I Baker) and 15 days of programming at Teichert branch. This amount includes three days of staff training/parent orientations and 22 staff working days for Edward Kemble and Ethel I Baker. All staff should be present at the sites on Monday, June 27 and parent orientations should be held via Zoom. All Summer Matters parents/guardians should be contacted and notified about the acceptance of their student in the program during the week of June 20. All student supplies (other than chrome books and ear buds) for student projects and daily work will be provided by the agency. Boys and Girls Club will maintain 10 to 1 students to staff ratio at all times during programming. The students to staff ratio does not include the program manager.

The final installment shall not be invoiced by BGC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, BGC shall provide documentation of **\$19,310.73** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, BGC and each of BGC 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, BGC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. BGC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the BGC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC 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 BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. 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.* BGC 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. The term of this Agreement shall be from June 1, 2022, through August 19, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least fifteen (15) days written notice.

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

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

H. Indemnity. BGC 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 BGC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. BGC 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. 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. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between BGC 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

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 Edward Kemble, Ethel I Baker and Boys and Girls Club Teichert branch that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER OF BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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 MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch 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, BGC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Boys and Girls Club of Greater Sacramento shall:

1. All Program staff is 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>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the selected theme.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by BGC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records. All attendance must be entered daily in *Infinite Campus*.
7. **BGC shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. All field trips will required prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of summer program 8/19/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**

16. 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.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

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

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate 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 character education
2. Service Providers 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 including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers 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. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
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 1 hour 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
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student 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.

9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, BGC enters this COVID-19 Addendum as BGC would be providing services from the school sites:

1. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.sacounty.net/COVID-19/Pages/default.aspx>

- d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
- e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
- f. <https://returntogether.scusd.edu/return-health>

2. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. BGC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

BGC: _____

Address: _____

Signature and Title: _____

Work Phone: __

Other Phone: ____

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.

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

O. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: **BOYS AND GIRLS CLUB OF GREATER SACRAMENTO**

By: Kimberly Key _____ Date 6/10/2022
Authorized Signature

Print Name: Kimberly Key

Title: CEO

Email: kkey@bgcsac.org

Phone Number: 916-392-1350

Sacramento Unified School District
After School Education and Safety/21st CCLC Program/Expanded Learning Opportunities Program
80 Students

Budget Narrative (Please Note: this is a sample)

Name of organization:																																																																																											
Project Period:	June 27, 2022 - July 29, 2022																																																																																										
Total Operating Cost:	\$47,431.10																																																																																										
Cost Per Student/Per Day for 21 Days of Programming	\$28.23																																																																																										
LINE ITEM	EXPLANATION																																																																																										
EXPENDITURES																																																																																											
Personnel Expenses	<p>Personnel Salaries and Wages:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 10%;">Staff</th> <th style="width: 10%;">Wage</th> <th style="width: 10%;">Hours</th> <th style="width: 10%;">Days</th> <th style="width: 10%;"></th> </tr> </thead> <tbody> <tr> <td>Program Manager</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$24.00</td> <td style="text-align: center;">8.00</td> <td style="text-align: center;">25</td> <td style="text-align: right;">\$4,800.00</td> </tr> <tr> <td>Senior Team Leader</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$21.00</td> <td style="text-align: center;">8.00</td> <td style="text-align: center;">25</td> <td style="text-align: right;">\$4,200.00</td> </tr> <tr> <td>Team Leader</td> <td style="text-align: center;">7</td> <td style="text-align: right;">\$18.00</td> <td style="text-align: center;">8.00</td> <td style="text-align: center;">25</td> <td style="text-align: right;">\$25,200.00</td> </tr> <tr> <td colspan="5" style="text-align: right;">Personnel Salaries and Wages:</td> <td style="text-align: right;">\$34,200.00</td> </tr> </tbody> </table> <p>Health and Welfare Benefits:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$1,400.00 x 1 months=</td> <td style="text-align: right;">\$1,400.00</td> </tr> </tbody> </table> <p>Employer Paid Taxes:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;">Social Security (7.65% of staff salaries)</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$34,200.00 x 7.65% =</td> <td style="text-align: right;">\$2,616.30</td> </tr> </tbody> </table> <p>Workers Compensation (3.00% of staff salaries)</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$34,200.00 x 3.00% =</td> <td style="text-align: right;">\$1,026.00</td> </tr> </tbody> </table> <p>Unemployment Insurance:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 60%;">4.40% of staff salaries</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$34,200.00 x 4.40% =</td> <td style="text-align: right;">\$1,504.80</td> </tr> </tbody> </table> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td colspan="5" style="text-align: right;">Total Taxes and Insurance:</td> <td style="text-align: right;">\$5,147.10</td> </tr> <tr> <td colspan="5" style="text-align: right;">Subtotal of Personnel Expenses:</td> <td style="text-align: right;">\$40,747.10</td> </tr> </tbody> </table>		Staff	Wage	Hours	Days		Program Manager	1	\$24.00	8.00	25	\$4,800.00	Senior Team Leader	1	\$21.00	8.00	25	\$4,200.00	Team Leader	7	\$18.00	8.00	25	\$25,200.00	Personnel Salaries and Wages:					\$34,200.00											\$1,400.00 x 1 months=	\$1,400.00	Social Security (7.65% of staff salaries)										\$34,200.00 x 7.65% =	\$2,616.30											\$34,200.00 x 3.00% =	\$1,026.00	4.40% of staff salaries										\$34,200.00 x 4.40% =	\$1,504.80	Total Taxes and Insurance:					\$5,147.10	Subtotal of Personnel Expenses:					\$40,747.10
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AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Center for Fathers and Families

The Sacramento City Unified School District ("District") and the Center for Fathers and Families (CFF) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on June 1, 2022 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CENTER FOR FATHERS AND FAMILIES to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2022: Harkness Elementary, New Joseph Bonnheim and Oak Ridge Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CENTER FOR FATHERS AND FAMILIES will work collaboratively with the District to develop, support, coordinate, and implement the *SummerMatters program* at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All CFF 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 must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. CFF shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. CFF shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

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

iv. CFF shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. **Payment.** For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse CFF for direct services not to exceed **\$149,069.17** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Program Dates	Attendance/Target Days
SummerMatters Program	Harkness	\$47,431.10	June 30 – July 29	80 students/Per day for 21 days
SummerMatters Program	New Joseph Bonnheim	\$54,206.97	June 20 – July 22	80 students per day for 24 days
SummerMatters Program	Oak Ridge Elementary	\$47,431.10	June 30- July 29	80 students per day for 21 days
Total Amount		\$149,069.17		

The total amount is for 25 days of programming at Harkness and Oak Ridge. This amount includes three days of staff training/parent orientations and 22 staff working days. All staff should be present at the sites on Monday, June 27 and parent orientations should be held via Zoom. All Summer Matters parents/guardians should be contacted and notified about the acceptance of their students in the program during the week of June 20. All student supplies (other than chrome books and ear buds) for student projects and daily work will be provided by the agency. Center for Fathers and Families will maintain 10 to 1 students to staff ratio at all times during programming. The students to staff ratio does not include the program manager.

New Joseph Bonnheim program will start on Monday, June 20 and will run for full five weeks. Staff will do the parent orientations during the week of June 12. The amount includes 24 staff working days.

The final installment shall not be invoiced by CFF or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CFF shall provide documentation of **\$22,360.38** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CFF and each of CFF 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, CFF shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. CFF will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the CFF to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CFF 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 CFF of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CFF agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. 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.* CFF 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. The term of this Agreement shall be from June 1, 2022, through July 29. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least fifteen (15) days written notice.

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

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

H. Indemnity. CFF 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 CFF and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CFF 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. 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. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between CFF 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.

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

O. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: CENTER FOR FATHERS AND FAMILIES

By: [Signature] _____ Date _____
Authorized Signature

Print Name: RICHARD T. JENNINGS II

Title: CHIEF EXECUTIVE OFFICER

Email: RICKJENNINGSII@GMAIL.COM

Phone Number: 916 752-3608

Sacramento City Unified School District and Center for Fathers and Families:
Attachment A

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 agency's summer sites that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of CENTER FOR FATHERS AND FAMILIES 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 MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch 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, CFF site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Center for Fathers and Families shall:

1. All Program staff is 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>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the selected theme.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by CFF and adjustments made to ensure that the program maximizes all funding reimbursements not to exceed available funding.
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records. All attendance must be entered daily in *Infinite Campus*.
7. **CFF shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. All field trips will required prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of summer program 7/29/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**

16. 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.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

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

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate 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 character education

2. Service Providers 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 including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols

3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

4. Area representatives, Service Providers 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. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming

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 1 hour 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

6. In order to support academic achievement, Service Providers/staff should:

- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 8. All 21st Century Community Learning Centers/ASSET's programs must assess the need for family literacy services among adult family members of student 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.
 9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 10. Program managers and instructional aids will participate in district offered professional development.
 11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, CFF enters this COVID-19 Addendum as CFF would be providing services from the school sites:

1. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. CFF will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

CFF: RICHARD T. JENNINGS, II

Address: 120 DEL PASO BLVD SACRAMENTO, CA 95815

Signature and Title: [Signature]

Work Phone: (916) 568-3237

Other Phone: CELL (916) 752-3608

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Empowering Possibilities Unlimited**

The Sacramento City Unified School District (“District”) and the Empowering Possibilities Unlimited (EPU) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage EMPOWERING POSSIBILITIES UNLIMITED to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2022: James Marshall Elementary and Mark Twain Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, EMPOWERING POSSIBILITIES UNLIMITED will work collaboratively with the District to develop, support, coordinate, and implement the ***SummerMatters* program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All EPU 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 must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. EPU shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

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

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

iv. EPU shall adhere to SCUSD’s *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. **Payment.** For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse EPU for direct services not to exceed **\$94,862.20** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Program Dates	Attendance/ Target Days
SummerMatters Program	James Marshall Elementary	\$47,431.10	June 30 – July 29	80 students/Per day for 21 days
SummerMatters Program	Mark Twain Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
Total Amount		\$94,862.20		

The total amount is for 25 days. This amount includes three days of staff training/parent orientations and 22 staff working days. All staff should be present at the sites on Monday, June 27 and parent orientations should be held via Zoom. All Summer Matters parents/guardians should be contacted and notified about the acceptance of their student in the program during the week of June 20. All student supplies (other than chrome books and ear buds) for student projects and daily work will be provided by the agency. Empowering Possibilities Unlimited will maintain 10 to 1 students to staff ratio at all times during programming. The students to staff ratio does not include the program manager.

The final installment shall not be invoiced by EPU or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, EPU shall provide documentation of **\$14,229.33** as in-kind match (15% of the contract amount) to the District.

C. **Independent Contractor.** While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, EPU and each of EPU 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, EPU shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. EPU will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the EPU to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. EPU 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 EPU of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, EPU agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. 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.* EPU 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. The term of this Agreement shall be from June 1, 2022, through July 29, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least fifteen (15) days written notice.

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

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of

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H. Indemnity. EPU 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 EPU and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. EPU 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.

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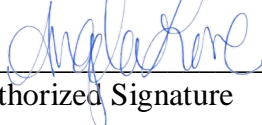
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: EMPOWERING POSSIBILITIES UNLIMITED

By:  _____ Date 6/13/22
Authorized Signature

Print Name: Angela Love

Title: Executive Director

Email: angela.love@epuinc.org

Phone Number: (916) 214-5433

DISTRICT shall:

1. Provide support for program evaluation
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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.
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4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the program.
8. Meet weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate 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 character education
2. Service Providers 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 including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers 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. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
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 1 hour 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
6. In order to support academic achievement, Service Providers/staff should:

- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student 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.
 9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 10. Program managers and instructional aids will participate in district offered professional development.
 11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

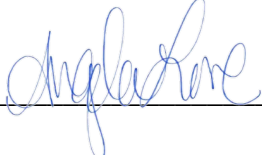
COVID-19 Addendum

In further consideration for this Agreement, EPU enters this COVID-19 Addendum as EPU would be providing services from the school sites:

1. EPU agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. EPU agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. EPU will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

EPU: Angela Love

Address: 2030 W El Camino Ave Suite 210 Sacramento CA 95833

Signature and Title:  Executive Director

Work Phone: (916) 214-5433

Other Phone: (916) 214-5433

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Leaders of Tomorrow

The Sacramento City Unified School District ("District") and the Leaders of Tomorrow (LOT) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on June 1, 2022 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage LEADERS OF TOMORROW to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2022: Isador Cohen Elementary and John Sloat Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, LEADERS OF TOMORROW will work collaboratively with the District to develop, support, coordinate, and implement the **SummerMatters program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All LOT 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 must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. LOT shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. LOT shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

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

iv. LOT shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse LOT for direct services not to exceed **\$94,862.20** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Program Dates	Attendance/Target Days
SummerMatters Program	Isador Cohen Elementary	\$47,431.10	June 30 – July 29	80 students/Per day for 21 days
SummerMatters Program	John Sloat Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
Total		\$94,862.20		

The total amount is for 25 days. This amount includes three days of staff training/parent orientations and 22 staff working days. All staff should be present at the sites on Monday, June 27 and parent orientations should be held via Zoom. All Summer Matters parents/guardians should be contacted and notified about the acceptance of their student in the program during the week of June 20. All student supplies (other than chrome books and ear buds) for student projects and daily work will be provided by the agency. Leaders of Tomorrow will maintain 10 to 1 students to staff ratio at all times during programming. The students to staff ratio does not include the program manager.

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, LOT shall provide documentation of **\$14,229.33** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, LOT and each of LOT 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, LOT shall provide the District with a copy of its certificates of insurance evidencing its

comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. LOT will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the LOT to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. LOT 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 LOT of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, LOT agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. 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.* LOT 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. The term of this Agreement shall be from June 1, 2022, through July 29, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least fifteen (15) days written notice.

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

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

H. Indemnity. LOT 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 LOT and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. LOT 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. 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. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between LOT 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.

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

O. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: LEADERS OF TOMORROW

By: Rondel Ventress _____ Date 6-14-20 _____
Authorized Signature Date

Print Name: Rondel Ventress _____

Title: Executive Director _____

Email: Rondel.Ventress@LeadersASP.com _____

Phone Number: 916-524-2365 _____

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 to work with agency staff/program manager. The assigned specialist will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of LEADERS OF TOMORROW 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 MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch 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, LOT site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Leaders of Tomorrow shall:

1. All Program staff is 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>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the selected theme.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by LOT and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records. All attendance must be entered daily in *Infinite Campus*.
7. **LOT shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. All field trips will required prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of summer program 7/29/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. 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.

17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

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

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate 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 character education

2. Service Providers 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 including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols

3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

4. Area representatives, Service Providers 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. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming

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 1 hour 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

6. In order to support academic achievement, Service Providers/staff should:

- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student 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.
9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, LOT enters this COVID-19 Addendum as LOT would be providing services from the school sites:

1. LOT agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. LOT agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. LOT will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

LOT: _____

Address: 630 Lake Front Drive #4 Sac, CA 95831

Signature and Title: Executive Director

Work Phone: 916-524-2365 Other Phone: _____

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Sacramento Chinese Community Service Center**

The Sacramento City Unified School District (“District”) and the Sacramento Chinese Community Service Center (SCCSC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2022: Abraham Lincoln Elementary, Albert Einstein Middle, Bowling Green Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, Cesar Chavez Intermediate, Earl Warren Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, John Cabrillo Elementary, Martin Luther King, Jr. K-8, Nicholas Elementary, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, Tahoe Elementary, Washington Elementary, Will C Wood Middle, William Land Elementary, and Woodbine Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will work collaboratively with the District to develop, support, coordinate, and implement the ***SummerMatters* program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All SCCSC 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 must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SCCSC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. SCCSC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.
- iv. SCCSC shall adhere to SCUSD’s *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse SCCSC for direct services not to exceed **\$1,043,484.20** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Program Dates	Attendance/Target Days
SummerMatters Program	Abraham Lincoln Elementary	\$47,431.10	June 30 – July 29	80 students/Per day for 21 days
SummerMatters Program	Albert Einstein Middle	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Bowling Green Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	California Middle School	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Camellia Basic Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Caroline Wenzel Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Cesar Chavez Inermediate	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Earl Warren Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Ethel Phillips Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days

SummerMatters Program	Fern Bacon Middle	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Golden Empire Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	John Cabrillo Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Martin Luther King Jr. K-8	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Nicholas Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Pacific Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Peter Burnett Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Pony Express Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Tahoe Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Washington Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Will C Wood Middle School	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	William Land Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
SummerMatters Program	Woodbine Elementary	\$47,431.10	June 30 – July 29	80 students per day for 21 days
Total Amount		\$1,043,484.20		

The total amount is for 25 days. This amount includes three days of staff training/parent orientations and 22 staff working days. All staff should be present at the sites on Monday, June 27 and parent orientations should be held via Zoom. All Summer Matters parents/guardians should be contacted and notified about the acceptance of their student in the program during the week of June 20. All student supplies (other than chrome books and ear buds) for student projects and daily work will be provided by the agency. Sacramento Chinese Community Service Center will maintain 10 to 1 students to staff ratio at all times during programming. The students to staff ratio does not include the program manager.

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SCCSC shall provide documentation of \$156,522.63 as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, SCCSC and each of SCCSC 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, SCCSC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. SCCSC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the SCCSC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. SCCSC 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 SCCSC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. 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.* SCCSC 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. The term of this Agreement shall be from June 1, 2022, through July 29, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least fifteen (15) days written notice.

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

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of

any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. SCCSC 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 SCCSC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SCCSC 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. 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. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between SCCSC 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.

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

O. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

By:  Date 6-14-22
Authorized Signature

Print Name: Henry Kloczkowski

Title: Ex. Director

Email: henry@scsc.org

Phone Number: 916-505-7385

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 to work with agency staff/program manager. The assigned specialist will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of SACRAMENTO CHINESE COMMUNITY SERVICE CENTER 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 MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch 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, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Sacramento Chinese Community Service Center shall:

1. All Program staff is 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>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the selected theme.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by SCCSC and adjustments made to ensure that the program maximizes all funding reimbursements not to exceed available funding.
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records. All attendance must be entered daily in *Infinite Campus*.
7. **SCCSC shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. All field trips will required prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of summer program 7/29/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. 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.

17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

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

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate 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 character education
2. Service Providers 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 including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers 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. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
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 1 hour 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
6. In order to support academic achievement, Service Providers/staff should:

- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student 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.
 9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 10. Program managers and instructional aids will participate in district offered professional development.
 11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, SCCSC enters this COVID-19 Addendum as SCCSC would be providing services from the school sites:

1. SCCSC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. SCCSC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. SCCSC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

SCCSC: Henry Kloczkowski, Ex. Director

Address: 420 I St., Suite 5

Signature and Title:  Ex. Director

Work Phone: 916-442-4228

Other Phone: 916-505-7385

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
YMCA of Superior California

The Sacramento City Unified School District (“District”) and the YMCA of Superior California (YMCA) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage YMCA OF SUPERIOR CALIFORNIA to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following community sites during summer 2022: B’Nai Israel 3600 Riverside Blvd, Sacramento, and YMCA 2021 W Street, Sacramento. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, YMCA OF SUPERIOR CALIFORNIA will work collaboratively with the District to develop, support, coordinate, and implement the *SummerMatters* program at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All YMCA 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 must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. YMCA shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

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

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

iv. YMCA shall adhere to SCUSD’s *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse YMCA for direct services not to exceed **\$90,521.00** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	Site Name	Contract Amount	Program Dates	Attendance/ Target Days
SummerMatters Program	B’Nai Israel: 3600 Riverside Blvd, Sacramento 95818	\$45,260.50	June 30 – August 19	50 students/Per day for 37 days
SummerMatters Program	YMCA: 2021 W Street, Sacramento 95818	\$45,260.50	June 30 – August 19	50 students per day for 37 days
Total Amount		\$90,521.00		

All Summer Matters parents/guardians should be contacted and notified about the acceptance of their student in the program during the week of June 20. All student supplies (other than chrome books and ear buds) for student projects and daily work will be provided by the agency. YMCA of Superior California will maintain 10 to 1 students to staff ratio at all times during programming. The students to staff ratio does not include the program manager.

The final installment shall not be invoiced by YMCA or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, YMCA shall provide documentation of **\$13,578.15** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, YMCA and each of YMCA 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, YMCA shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. YMCA will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the YMCA to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. YMCA 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 YMCA of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, YMCA agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. 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.* YMCA 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. The term of this Agreement shall be from June 1, 2022, through August 19, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least fifteen (15) days written notice.

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

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of

any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. YMCA 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 YMCA and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. YMCA 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. 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. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between YMCA 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.

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

O. 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.

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

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

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

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME: YMCA OF SUPERIOR CALIFORNIA

By: _____
Authorized Signature

_____ Date
June 12, 2022

Print Name: Sharna Braucks

Title: President - CEO

Email: sbraucks@ymcasuperiorcal.org

Phone Number: 651.343.8574

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 YMCA community sites that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of YMCA OF SUPERIOR CALIFORNIA 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 MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch 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, YMCA site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

YMCA of Superior California shall:

1. All Program staff is 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>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the selected theme.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by YMCA and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records. All attendance must be entered daily in *Infinite Campus*.
7. **YMCA shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. All field trips will required prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.

15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of summer program 8/19/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. 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.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

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

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate 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 character education
2. Service Providers 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 including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse Prevention to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines).
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers 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. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
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 1 hour 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
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student 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.
9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Rose Family Creative Empowerment Center

The Sacramento City Unified School District (“District”) and the Rose Family Creative Empowerment Center (RFCEC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage ROSE FAMILY CREATIVE EMPOWERMENT CENTER to develop, maintain and sustain Freedom School Summer Program, providing summer academic and enrichment services to the following sites during Summer 2022: John Still K-8, Parkway Elementary, and Phoenix Park Community Center. The primary purpose of Freedom School Summer Program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, ROSE FAMILY CREATIVE EMPOWERMENT CENTER will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School Summer Program** at the aforementioned site. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All RFCEC 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 must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. RFCEC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. RFCEC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

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

iii RFCEC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 29 days for Freedom School program and 15 days for extended program at Phoenix Park Community Center, District shall reimburse RFCEC for direct services not to exceed **\$398,513.69** be made in installments upon receipt of two properly submitted invoices. Within one week of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days
Freedom School Summer Program	John Still K-8	\$225,996.90	130 Students for 29 Days
Freedom School Summer Program	Parkway Elementary	\$154,516.79	80 Students for 29 Days
Extended Summer Program	Phoenix Park Community Center	\$18,000.00	40 Students for 15 Days
Total Amount		\$398,513.69	

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of **\$59,777.05** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFCEC and each of RFCEC 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, RFCEC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. RFCEC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by

District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the RFCEC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFCEC 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 RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. 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.* RFCEC 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. The term of this Agreement shall be from June 1, 2022, through August, 26, 2022. 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.

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

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

H. Indemnity. RFCEC 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 RFCEC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC 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. 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. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between RFCEC 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.

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

O. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: **ROSE FAMILY CREATIVE EMPOWERMENT CENTER**

By: Jackie Rose _____ Date 6/14/2022
Authorized Signature

Print Name: JACKIE ROSE

Title: CEO/EXECUTIVE DIRECTOR

Phone Number: (916) 479-6223

Email: JROSE@FOCUSONFAMILY.SACRAMENTO.COM

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 the agency that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of ROSE FAMILY CREATIVE EMPOWERMENT CENTER 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 MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch 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, RFCEC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Rose Family Creative Empowerment Center shall:

1. All Freedom School Program staff is 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>
2. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the Freedom School proposal.
3. Work closely with school site and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by RFCEC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Program" Report on status of all outcomes and objectives.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **RFCEC shall maintain 85% or above of targeted attendance for the school site for the entire program. All Freedom School program students will be enrolled in *Infinite Campus (IC)*, District's student information system and attendance will be taken and recorded daily in IC.**
8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. In-person field trips will require prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER that is employed until end of summer program 08/26/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**

16. 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.
17. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
18. Act as liaison with parents in supporting family engagement.
19. Other areas as agreed upon by both parties.

Youth Development shall:

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

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate 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 character education
2. Service Providers 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 including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. 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. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers 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
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 1 hour 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
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program

- b. Align Freedom School Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Manager will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSET's programs must assess the need for family literacy services among adult family members of student 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.
9. Area representatives will evaluate Freedom School programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aides will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, RFCEC enters this COVID-19 Addendum as RFCEC would be providing services at Leataata Floyd Elementary:

1. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFCEC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

RFCEC: _____

Address: _____

Signature and Title: _____

Work Phone: __

Other Phone: ____



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00032317**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is as of this Agreement is fully executed ("Effective Date"), by and between Sacramento City Unified School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2023 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2022-2023 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.



5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its



reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Rose Ramos
CBO
Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824-4528
Tel: (916) 643-9055
rose-f-ramos@scusd.edu

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties,

limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

COLLEGE BOARD

Signature

Name

Title

Date

DocuSigned by:

Jeremy Singer
Signature

Jeremy Singer

Name

President

Title

05/13/2022

Date



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to authorized personnel at Client and its schools through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the District and schools designated by Client in Section IV (List of Participating Districts and Schools)

1. Materials for Students:

- a. PSAT/NMSQT test material, (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessment of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

5. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.



Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in [Section IV](#) (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in [Section V](#) (Fee Calculation); and (c) Client's contacts as prescribed in [Section VI](#) (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in [Section V](#) (Fee Calculation).

7. Changes to Participating Schools. Changes to the list of Participating Schools cannot be made after **September 30, 2022**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. Training of Designated Personnel at the Participating Schools. College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT/NMSQT Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and **should be completed two weeks before the test administration date**.

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. Client is responsible for ensuring compliance with all required Designated Personnel training.

9. PSAT/NMSQT Student Guide distribution to Students. Client shall ensure that copies of the PSAT/NMSQT Student Guide are distributed to all Students **at least two weeks before test administration date**.

10. Dedicated PSAT/NMSQT Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test date. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT test, including, without limitation, copyrights, trademarks¹, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT/NMSQT test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. PSAT/NMSQT Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT/NMSQT test booklets for the sole purpose of administering the PSAT/NMSQT test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT/NMSQT test booklets, in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

4. PSAT/NMSQT Assessment Administration. Client has agreed to administer the PSAT/NMSQT to students in the Participating Grade(s) as noted in the List of Participating Districts and Schools table below. The exam shall be administered on October 12, 2022. The alternate exam test administration is on October 25, 2022. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

5. Client Testing Delays. Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)
Sacramento City Unified School District	American Legion Continuation High School	052700	10
Sacramento City Unified School District	C K McClatchy High School	052705	10
Sacramento City Unified School District	Capital City School - Independent Study	052909	10
Sacramento City Unified School District	G W Carver School of Arts And Science	053015	10
Sacramento City Unified School District	Health Professions High School	053984	10
Sacramento City Unified School District	Hiram W Johnson High School	052717	10
Sacramento City Unified School District	John F Kennedy High School	052713	10
Sacramento City Unified School District	Kit Carson International Academy	054889	10



Sacramento City Unified School District	Luther Burbank High School	052719	10
Sacramento City Unified School District	New Technology High School	053012	10
Sacramento City Unified School District	Rosemont High School	053927	10
Sacramento City Unified School District	Sacramento Accelerated Academy	050808	10
Sacramento City Unified School District	School Engineering And Science	054286	10
Sacramento City Unified School District	The Met Sacramento High School	053916	10
Sacramento City Unified School District	West Campus High School	052728	10

V. FEE CALCULATION

1. **Fees and Payments.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: PSAT/NMSQT with PSAT 8/9 and SAT School Day	Multi-Assessment Pricing: • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose PSAT/NMSQAT answer sheets indicate that they are not in participating cohort.

2. **Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than **October 28, 2022**.

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT test. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. **Unused Tests.** Participating Schools will not incur unused test fees.

**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9[®] test, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to authorized personnel at Client and its schools through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

1. Materials for Students:

- a. PSAT Student Guide, delivered via College Board website.
- b. PSAT 8/9 test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- b. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- c. Access to AP Potential™ for students in 9th grade, via College Board website.
- d. SAT Suite of Assessment Educator Guide, available via College Board website.
- e. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- f. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Official SAT Practice materials are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).



6. Change to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order test**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made.

7. Training of Designated Personnel at the Participating Schools. College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT 8/9 Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and should be completed two weeks before the test administration date.

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. Client is responsible for ensuring compliance with all required Designated Personnel training.

8. PSAT 8/9 Student Guide distribution to Students. At least two weeks before test administration date, Client shall ensure that all students are advised that the SAT Student Guide may be accessed online at the College Board website.

9. Dedicated PSAT 8/9 Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test window. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>

III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 8/9 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the



prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2022 and March 2023, and its second testing date in April 2023. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PSAT 8/9 Delay Event'), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
- **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.



- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Sacramento City Unified School District	A.M. Winn Public Waldorf	059899	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Albert Einstein Middle School	059144	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Alice Birney Waldorf K-8 School	059891	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	American Legion Continuation High School	052700	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	C K McClatchy High School	052705	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	California Middle School	059145	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Capital City School - Independent Study	052909	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Capital City School - Independent Study	052909	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Fern Bacon Middle School	059146	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	G W Carver School of Arts And Science	053015	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Genevieve F. Didion K-8 School	059174	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Health Professions High School	053984	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Hiram W Johnson High School	052717	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	John F Kennedy High School	052713	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	John Morse Therapeutic Center	059425	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	John Still K-8	059147	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Kit Carson International Academy	054889	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Kit Carson International Academy	054889	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Leonardo Da Vinci School	059894	8	Sep 26, 2022 - Jan 27, 2023



Sacramento City Unified School District	Luther Burbank High School	052719	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Martin Luther King Jr K-8 School	059892	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	New Technology High School	053012	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Rosa Parks Middle School	059890	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Rosemont High School	053927	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Sacramento Accelerated Academy	050808	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Sacramento Accelerated Academy	050808	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Sam Brannan Middle School	059149	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	School Engineering And Science	054286	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Success Academy	059904	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Sutter Middle School	059024	8	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	The Met Sacramento High School	053916	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	West Campus High School	052728	9	Sep 26, 2022 - Jan 27, 2023
Sacramento City Unified School District	Will C Wood Middle School	059151	8	Sep 26, 2022 - Jan 27, 2023

V. FEE CALCULATION

1. Fees and Payment. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing:	Multi-Assessment Pricing:
	PSAT 8/9 with SAT School Day, and PN and/or P10	<ul style="list-style-type: none"> • PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose PSAT 8/9 answer sheets indicate that they are not in a participating cohort.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than:



Administration Date	Deadline to submit updated enrollment
Sept. 2022 – Jan. 2023	October 28, 2022
Feb. 2023 – Mar. 2023	January 27, 2023
April 2023	

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 test.
4. **Unused Tests (paper and pencil) .** Participating Schools will not incur unused test fees.



**SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client's schools in administering the SAT test during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to authorized personnel at Client and its schools through our online data portal (the 'Program'). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Students who take the SAT test in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. SCOPE

College Board shall furnish the following SAT School Day materials and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

1. Materials for Students:

- a. SAT Student Guide, delivered via College Board website.
- b. SAT test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information. Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).



7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 12, 2022	September 30, 2022
October 27, 2022	September 30, 2022
March 1, 2023	January 27, 2023
March 22, 2023	January 27, 2023
April 12, 2023	March 3, 2023
April 25, 2023	March 3, 2023

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

9. **SAT Student Guide distribution to Students.** **At least two weeks before test administration date,** Client shall ensure that all students are advised that the SAT Student Guide may be accessed online at the College Board website.

10. **Dedicated School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://collegereadiness.collegeboard.org/contact-us>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.



Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

For the April 12, 2023 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. SAT Test Dates and Participating Grade. Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11 th	March 1, 2023	March 22, 2023

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 25, 2023 Primary Test Date.

4. Administering the SAT. The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

5. Client Testing Delays. Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an 'SAT Delay Event'), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration, or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.



IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
American Legion Continuation High School	052700	SAT School Day: March 1, 2023
C K McClatchy High School	052705	SAT School Day: March 1, 2023
Capital City School - Independent Study	052909	SAT School Day: March 1, 2023
G W Carver School of Arts And Science	053015	SAT School Day: March 1, 2023
Health Professions High School	053984	SAT School Day: March 1, 2023
Hiram W Johnson High School	052717	SAT School Day: March 1, 2023
John F Kennedy High School	052713	SAT School Day: March 1, 2023
Kit Carson International Academy	054889	SAT School Day: March 1, 2023
Luther Burbank High School	052719	SAT School Day: March 1, 2023
New Technology High School	053012	SAT School Day: March 1, 2023
Sacramento Accelerated Academy	050808	SAT School Day: March 1, 2023
School Engineering And Science	054286	SAT School Day: March 1, 2023
The Met Sacramento High School	053916	SAT School Day: March 1, 2023
West Campus High School	052728	SAT School Day: March 1, 2023

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: SAT School Day with PSAT 8/9, and PN and/or P10	Multi-Assessment Pricing: • SAT School Day with either PN or P10 or PSAT 8/9 • At least <u>two</u> grades testing for SAT School Day
≥0% and <50%	\$38.50	\$41.50
≥50% and <75%	\$36.00	\$41.00
≥75%	\$33.50	\$39.50

Client will be charged a fixed fee based on enrollment as noted above, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment by the following deadlines:

Administration Date	Deadline to submit updated enrollment
October 12, 2022	October 28, 2022
October 27, 2022	
March 1, 2023	January 27, 2023
March 22, 2023	
April 12, 2023	March 3, 2023
April 25, 2023	

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org as noted above.

Notwithstanding the foregoing, after the administration of the assessment, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided



herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the then-current rate per student as indicated on College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>.

3. Restrictions. No Student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam. There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

4. Unused Tests. Participating Schools will not incur unused test fees.


VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Ed Eldridge	Ed Eldridge	Jessica Sulli	Jennifer Ellerman
Title:	Director of Strategy & Innovation	Director of Strategy & Innovation	Contracts Specialist	Coordinator
Address:	5735 47th Ave	5735 47th Ave	5735 47th Avenue	5735 47th Ave
City/State/Zip:	Sacramento, CA 95824	Sacramento, CA 95824	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528
Phone:	(916) 643-9420	(916) 643-9420	(916) 643-2464	(916) 643-9420
Email:	ed-eldridge@scusd.edu	ed-eldridge@scusd.edu	jessica-sulli@scusd.edu	jennifer-ellerman@scusd.edu

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee Without Essay - 11th Grade	July 1, 2022	June 30, 2023	3,050	\$60.00	\$183,000.00	\$80,825.00	\$102,175.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2022	June 30, 2023	3,050	\$14.00	\$42,700.00	\$15,250.00	\$27,450.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2022	June 30, 2023	3,060	\$14.00	\$42,840.00	\$15,300.00	\$27,540.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2022	June 30, 2023	3,030	\$18.00	\$54,540.00	\$18,180.00	\$36,360.00

Subtotal: \$323,080.00

Total Discount: \$129,555.00

Total Cost: \$193,525.00

Addendum No. 1 to Technology Services Agreement for Education Code Section 49073.1 Compliance

Instructions: Please update all items highlighted below and delete these instructions prior to finalization of document.

This Addendum No. 1 (“Addendum”) is entered into between Sacramento Unified School District (“LEA”) and College Board (“Service Provider”) on 7/1/2022 (“Effective Date”)

WHEREAS, the LEA and the Service Provider entered into an agreement titled College Readiness and Success Contract # CB-00032317 (“Technology Services Agreement”) from 7/1/2022 – 6/30/2023.

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services PSAT/NMSQT, PSAT 8/9 and SAT School Day Exam Administration (“Services”);

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (“AB 1584”, currently found in Education Code section 49073.1), the California Education Code, the Children’s Online Privacy and Protection Act (“COPPA”), and the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1.;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement, including Attachment A, attached hereto and incorporated herein by this reference, and the College Readiness and Success Contract # CB-00032317 (collectively the “Agreements”). For the purposes of this Addendum, a “Pupil Record” or Pupil Records” include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil or LEA, either directly or through the use of instructional or other software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s

products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, provided to the College Board, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's or the individual's students express written consent or as permitted by the Agreements, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1. Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or de-identify all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1. Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1. Promptly notify the LEA of the suspected or actual incident upon confirmation of the incident;
 - 7.2. Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3. Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.

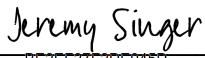
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum and the College Readiness and Success Contract # CB-00032317 shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA

and Education Code Section 49073.1. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.

- 9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
- 10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

IN WITNESS WHEREOF, parties execute this Addendum on the dates set forth below.

SCUSD Representative

DocuSigned by:

 BE2EF27F2DE048D...
 [Service Provider Representative]

Chief Information Officer

President
[Title]

[DATE]

05/13/2022
[DATE]

ATTACHMENT A
(College Board Use of SAT Program Information and Data)

1. College Board's Use of Student Data

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below (1) when it has obtained the express, informed, written consent of the student, (if the student is of the age of majority), or the parent or legal guardian (if the student is a minor), when the student is being registered for a College Board assessment; or (2) if the student and/or parent/legal guardian otherwise forms a direct relationship with College Board.

College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. Upon receiving the written consent of the student or student's parent or legal guardian as described above, College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.
- b. Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if College Board has obtained the prior, affirmative written consent of the student or the student's parent or legal guardian. To the extent such affirmative written consent has been legally obtained, College Board may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers. As part of the explanation of the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining how the PII will be licensed.
- c. Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:
 - (i) College and University Electronic Score Reports and Paper Score Reports: Students can select to send their scores to colleges, when they register for the SAT exam, when they take the test, or after they receive their scores. Through 'score choice,' students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
 - (ii) SAT Trend Reports: College and universities can see reports containing only de-identified data on trends of students who send scores to their schools.
- d. Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential, consistent with all applicable laws.
 - (i) Access to Opportunity (A2O): College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources, including college application fee waivers, designed to address barriers they may face in the path to college access.

(ii) Realize Your College Potential: Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.

(iii) State Scholarship Feeds/Data: State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.

(iv) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars and National Merit Scholars): National Merit Scholars receives Student Data to provide students with the opportunity to receive national recognition and scholarships. Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.

(v) Enhancing and Customizing Student Practice: Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.

e. Score Reporting to States, Schools and Districts:

(i) K12 Reporting Portal: An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.

(ii) Integrated Summary Reporting: Aggregate Data reporting from across SAT[®], PSAT Suite (PSAT[™] 8/9, PSAT[™] 10 and PSAT/NMSQT[®]).

(iii) Schools and districts can receive test-taking rosters, of their students through an online portal.

(iv) SAT Score Reporting to Students: Paper and online reports are delivered to students after each administration of the SAT.

(v) SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.

h. Research

(i) College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.

2. **Clarifications on College Board's Use of Student Data:**

To the extent permitted by law, any contractual restrictions on College Board's use of a student's data does not:

a. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.

b. Prohibit College Board from marketing educational products directly to parents or legal guardians of students so long as College Board has obtained prior, informed affirmative written consent from the student's parent/legal guardian.

c. Prohibit maintenance, development, support, improvement, or troubleshooting of College Board's website, online service, online application, or mobile application.

d. Prohibit the response to a student's request for information or feedback related to any services provided under this Contract, provided College Board does not receive any payment or other consideration from a third party for the information or feedback.



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Nacht & Lewis Architects, Inc.

for

Architectural Services

Oak Ridge Elementary – New School Construction

Dated: June 9, 2022

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	8
Article 4	Schedule of Services	9
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	11
Article 7	Payment for Extra Services or Changes.....	12
Article 8	Ownership of Data.....	12
Article 9	Termination of Contract	13
Article 10	Indemnity / Architect Liability	15
Article 11	Fingerprinting and Conduct on Project Site	16
Article 12	Responsibilities of the District.....	16
Article 13	Liability of District	17
Article 14	Nondiscrimination	18
Article 15	Insurance	18
Article 16	Covenant against Contingent Fees	18
Article 17	Entire Agreement/Modification.....	18
Article 18	Non-Assignment of Agreement.....	19
Article 19	Law, Venue.....	19
Article 20	Alternative Dispute Resolution	19
Article 21	Tolling of Claims.....	20
Article 22	Attorneys' Fees.....	20
Article 23	Severability	20
Article 24	Employment Status	20
Article 25	Certificate of Architect	22
Article 26	Cost Disclosure - Documents and Written Reports.....	22
Article 27	Notice & Communications.....	22
Article 28	Disabled Veteran Business Enterprise Participation.....	23
Article 29	District's Right to Audit.....	23
Article 30	Other Provisions	24
Article 31	Exhibits "A" through "H".....	25

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1
EXHIBIT "G" – IRAN CONTRACTING ACT CERTIFICATION	F-1
EXHIBIT "H" – VACCINATION STATUS CERTIFICATION	F-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of June 2, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Nacht & Lewis ("Architect") (collectively "Parties"), for the following project ("Project"):

New school design and construction on the property of Oak Ridge Elementary.

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-Builts"):** 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 reimbursable 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 New School Oak Ridge Elementary Property Project at 4501 Martin Luther King Jr. Blvd, Sacramento, CA, 95820.

- 1.1.17. **Record Drawings:** A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications. This includes a "1A" sheet.
- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common

plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.

2.4.1. Architect shall provide the design for the Project, without limitation:

24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or

management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

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

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

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

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

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

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

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

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

2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be

performed timely so as not to result in any delay to the Project.

2.7.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Sub consultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests

for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions

2.13.8. State and Local agency fees.

2.13.9. Testing and inspection

Article 3. Architect Staff

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Brian Maytum

Project Director: Brian Maytum

Project Architect(s): Chris Flatt

Major Consultants:

Electrical: The Engineering Enterprise

Low Voltage: KMM Services

Mechanical/Fire Sprinkler: Capital Engineering Consults.

Structural: Degenkolb

Civil: Warren Consulting Engineers

Landscape: MTW

Cost Estimating: Cummings

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner

or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.

- 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
- 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of \$2,040,000. The fee represents 6% of the proposed construction value of \$34,000,000.00 million. At the completion of Schematic Design phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.

Additionally, an additional fee of \$52,500.00, would apply if the district elects to use interim housing on this project as part of a phasing plan.

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 \$10,000. 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. District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of,

or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits

its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

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

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

Architect:

Nacht & Lewis
600 Q Street, Suite 100
Sacramento, CA 95811
ATTN: Brian Maytum

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

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect’s good faith efforts to meet these goals.

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 31.

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Title: Rose Ramos, Chief Business and Operations Officer

NACHT & LEWIS ARCHITECTS, INC.

Date: May 19, _____, 2022

By:  _____

Title: Brian Maytum, Vice President and Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	12
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	20
H.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	21
I.	CLOSE OUT PHASE	25
J.	MEETINGS / SITE VISITS / WORKSHOPS	Error! Bookmark not defined.

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Oak Ridge Elementary – New School Construction

Construction Cost Budget: \$34,000,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **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. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.

High Performance Schools. If the District adheres to the Collaborative for High Performance School (“CHPS”) Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

6. **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. Review District-provided 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 estimated space use square foot costs (classroom sq. ft. costs, office space, etc.
 - (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 will inform 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 – 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.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

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 Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

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.

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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 as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$345.00
Associate Principal:	
Project Manager:	\$225.00
Designer:	\$175.00
Assistant Project Manager:	
Intern Architect:	
Contract Administrator:	\$115.00
Other	
Other	

- 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 under the Development of Architectural Program section within approximately 90 **calendar days** after written authorization from the District to proceed. (June 1 – September 1, 2022)
- C. Architect shall complete Services required under the Schematic Design Phase within **90 calendar days** after written authorization from District to proceed. (September 1 – December 1, 2022)
- D. Architect shall complete Services required under the Design Development Phase within approximately 90 **calendar days** after receipt of a written authorization from District to proceed. (December 1, 2022 – March 1, 2023)
- E. Architect shall complete Services required under Construction Documents Phase within **180 calendar days (6 months)** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 100% Submittal Package Increment 1 **60 calendar days**
(March 1, 2023 – May 1, 2023)
 - 2. 100% Submittal Package Increment 2 **120 calendar days**
(March 1, 2023 – September 1, 2023)
 - 3. Final Contract Documents after Final Back-Check Stage Anticipated approval dates: Increment 1 approval – June 2023; Increment 2 approval – February 2024
- F. The durations stated above include the review periods of 10 **calendar days** required by the District.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>27.5%</u>
Approval by DSA	10%
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%
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,000.

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.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices 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 sub consultants 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 sub consultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require sub consultants 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

EXHIBIT "F"

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

PROJECT/CONTRACT NO.: Oak Ridge ES New Construction between the Sacramento City Unified School District ("District") and Nacht & Lewis Architects, Inc.
("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.

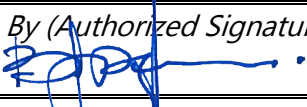
The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

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> Nacht & Lewis Architects, Inc.	<i>Federal ID Number (or n/a)</i> 94-2688872
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Brian J. Maytum, AIA - Principal/Vice-President	<i>Date Executed</i> 5/19/2022

END OF DOCUMENT

EXHIBIT "G"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name: Nacht & Lewis Architects, Inc.

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 19th day of May, 2022 at Sacramento, California.

By: Brian J. Maytum, AIA

Signature: _____



Title: Principal/Vice-President

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Nacht & Lewis Architects, Inc.

for

Architectural Services

District Design Standards and Technical Specifications

Dated: June 9, 2022

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	4
Article 4	Schedule of Services	5
Article 5	Construction Cost Budget.....	Error! Bookmark not defined.
Article 6	Fee and Method of Payment.....	5
Article 7	Payment for Extra Services or Changes.....	6
Article 8	Ownership of Data.....	6
Article 9	Termination of Contract	7
Article 10	Indemnity / Architect Liability	9
Article 11	Fingerprinting and Conduct on Project Site	10
Article 12	Responsibilities of the District.....	10
Article 13	Liability of District	11
Article 14	Nondiscrimination	11
Article 15	Insurance	11
Article 16	Covenant against Contingent Fees	12
Article 17	Entire Agreement/Modification.....	12
Article 18	Non-Assignment of Agreement.....	12
Article 19	Law, Venue.....	12
Article 20	Alternative Dispute Resolution	13
Article 21	Tolling of Claims.....	13
Article 22	Attorneys' Fees.....	14
Article 23	Severability	14
Article 24	Employment Status	14
Article 25	Certificate of Architect	15
Article 26	Cost Disclosure - Documents and Written Reports.....	16
Article 27	Notice & Communications.....	16
Article 28	Disabled Veteran Business Enterprise Participation.....	16
Article 29	District's Right to Audit.....	17
Article 30	Other Provisions	17
Article 31	Exhibits "A" through "H"	18

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1
EXHIBIT "G" – IRAN CONTRACTING ACT CERTIFICATION	F-1
EXHIBIT "H" – VACCINATION STATUS CERTIFICATION	F-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of June 9, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Nacht & Lewis ("Architect") (collectively "Parties"), for the following project ("Project"):

District Design Standards and Technical Specifications

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-Builts"):** 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 reimbursable 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 Maintenance and Operations Office at 425 1st Avenue, Sacramento, CA, 95818.
- 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. This includes a “1A” sheet.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Standard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. 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.

- 2.4. 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.

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: Brian Maytum

Project Director: Brian Maytum

Project Architect(s): Chris Flatt

Major Consultants:

Electrical: The Engineering Enterprise

Low Voltage & Fire Alarm: KMM Services

Mechanical & Plumbing : Capital Engineering Consults.

Structural: Degenkolb

Civil: Warren Consulting Engineers

Landscape: MTW

Furniture: Campbell Keller

- 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. Fee and Method of Payment

- 5.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of \$222,275.00

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 \$500.00. All reimbursable expenses must be pre-approved by District.

- 5.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

- 5.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 5.4. 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."**
- 5.5. 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.
- 5.6. 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 6. 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 7. Ownership of Data

- 7.1. 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.
- 7.2. 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.

- 7.3. 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:
 - 7.3.1. One (1) set of documents that contain specifications and standards in Microsoft Word format.
 - 7.3.2. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 7.3.3. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 7.4. 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 8. Termination of Contract

- 8.1. 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.

- 8.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions. District may, at its discretion, provide the Architect time to cure its default or breach.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.

- 8.7. 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 9. Indemnity/Architect Liability

- 9.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred;

however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 9.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 9.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 10. Fingerprinting

- 10.1. 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).
- 10.2. 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 11. Responsibilities of the District

- 11.1. 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.
- 11.2. 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.
- 11.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect

and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

- 11.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

Article 12. Liability of District

- 12.1. 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.
- 12.2. 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 13. 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 14. Insurance

- 14.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 14.2. 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 15. 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 16. 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 17. 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 18. Law, Venue

- 18.1. 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.
- 18.2. 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 19. Alternative Dispute Resolution

- 19.1. 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.
- 19.2. 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.
- 19.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 20. 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 21. 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 22. 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 23. Employment Status

23.1. 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.

23.2. 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.

23.3. 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.

- 23.4. 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).
- 23.5. 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.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. 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.
- 24.2. 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.
- 24.3. 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 25. 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 26. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Chris Ralston, Director III, Facilities
EMAIL: chris-ralston@scusd.edu

Architect:

Nacht & Lewis
600 Q Street, Suite 100
Sacramento, CA 95811
ATTN: Brian Maytum

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 27. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with

the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 28. District's Right to Audit

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.
- 28.4. 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.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 28.6. 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 29. Other Provisions

- 29.1. 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.
- 29.2. 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.
- 29.3. 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.
- 29.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

Article 30.

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: _____, 20__

By: _____

Title: Rose Ramos, Chief Business and Operations Officer

NACHT & LEWIS ARCHITECTS, INC.

Date: May 27, _____, 2022

By:  _____

Title: Brian Maytum, Vice President and Principal

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: District Design Standards and Technical Specifications

Nacht & Lewis and their consulting team will assist the SCUSD in developing a body of facility design standards and technical specifications or performance based outline specifications unique to the SCUSD to be used by individual design teams on future new and modernization projects throughout the District.

1. Review any existing standards and specifications provided by District and discuss plan for District M&O shop and staff involvement.
2. Meet individually with District M&O shop supervisors and other recommended shop staff including, Mechanical, Plumbing, Electrical/Low Voltage, Carpentry/Hardware and Landscape. These meetings will give each M&O shop the opportunity to review any existing standards and specifications. With the assistance of the design team, recommend important new sections. We understand there are a total of (8) supervisors to be included in these meetings. District Facilities staff shall assist in organizing, scheduling and ensuring participation by key M&O personnel at these meetings. This includes up to three (3) in-person meetings per each shop.
3. As needed, bring in product vendors/ reps and specialists to assist shop supervisors with identifying new products and materials along with assistance to vet currently used products and materials. Typical types of vendors/ reps would be for HVAC systems, lighting systems, door hardware, etc. In addition, Nacht & Lewis will work with District provided consultants and specialist as needed.
4. Regroup and meet with you and your designated staff to discuss M&O shop input and determine which requests/recommendations will be included in the standards and specification. Once complete, we will meet again with shop supervisors as required to vet discussion items and come to an agreement on standards and specification sections needed. Further coordinate sections to meet current and/or newly established standards, 2019 CBC code compliance and verified product references. Technical specifications shall be numbered per CSI 50 Division format. Where specific technical specification sections are not required, design standards will be addressed in the same CSI 50 Division format.
5. Coordinate relevant sections of District provided Divisions 0 & 1 specifications, Bidding and Contract requirements, to match 50 Division CSI format. Nacht & Lewis shall not be responsible for modifications to District standard contracts, general or supplemental conditions or other legal bidding and contract sections commonly

found in Divisions 0 & 1 but will advise on coordination issues between the technical specifications and Division 0 & 1 documents.

6. Where design standards are utilized in lieu of technical specifications, we propose they will be organized as follows:
 - a. Identify system design and material considerations fitting SCUSD requirements, but not requiring the need for detailed technical specifications. These can be items the Districts wants or does not want on projects, including any specific requirements like warranty periods.
 - b. Organized by CSI 50 Specification Format.
 - c. Basis of design standards for various systems including lighting levels and controls, site and building accessibility, cooling and heating temperature standards, site utilities, low voltage system and distribution standards, levels of sustainability goals (LEED, CHIPS), etc.
 - d. Design standards will not be in a formal specification format, but rather in an organized list of preferred requirements and guidelines.

Assumptions & Exclusions:

1. The work outlined in this proposal shall be considered Phase 1 of a potentially longer process of ongoing development and maintenance of these standards and specifications. This proposal does not include on-going maintenance or revisions to the standards and specifications developed in this first round.
2. Furniture standards will be separated from all other District standards and specifications into a single stand-alone document. This will allow the District to use these standards more freely with campus staff and designers without being bogged down with the comprehensive standards and specifications.
3. Nacht & Lewis will coordinate sustainability guidelines with the District's sustainability consultant, New Buildings Institute. Fees for New Buildings Institute's scope of work are not included in this proposal and are assumed to be covered by existing agreements the SCUSD may have with them. Since we do not have a complete understanding of how the District's sustainability goals will translate to these standards and specifications, we will include general goals and objectives in the development of the design standards. We feel it is premature to incorporate detailed procedures for defining how these goals are to be met at this time. Further maintenance and update work can address enhancing sustainability requirements once more information is made available.
4. Absent any district provided on-line digital platform maintained by SCUSD. N&L will provide PDF and Word documents directly to the District.
5. Fees herein are based on maximum of (3) meetings per each shop at the SCUSD's Facilities, M&O office. SCUSD staff shall assist in organizing, scheduling and ensuring participation by key M&O personnel. Nacht & Lewis will also provide (3) additional meetings to various school campuses if needed.

1. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$345.00
Associate Principal:	
Project Manager:	\$225.00
Designer:	\$175.00
Assistant Project Manager:	
Intern Architect:	
Contract Administrator:	\$115.00
Other	
Other	

- 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 as stated below:

C. Meetings with M&O and District Staff 8 weeks

(specifications updates and development of district standards will occur at the same time and at the same meetings.

In-house development of draft design 6 weeks

Standards and specifications

District review of draft standards and Specifications 4 weeks

Final edits & publication 4 weeks

Total 22 weeks

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, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Meetings with district maintenance shops and specification development	<u>20%</u>
Draft Specification of Technical specifications	<u>20%</u>
Draft Specification of Furniture and Educational Specification	<u>20%</u>
Draft Design Standards Book	<u>20%</u>
Final copy of all work in digital format	10%
Final review meeting	<u>10%</u>
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,000.

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.

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

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices 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 sub consultants 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 sub consultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require sub consultants 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

EXHIBIT "F"

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

PROJECT/CONTRACT NO.: District Design Standards & Technical Specifications between the Sacramento City Unified School District ("District") and Nacht & Lewis 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.

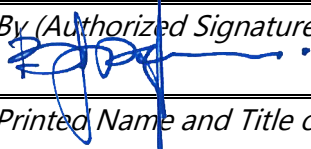
The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

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> Nacht & Lewis Architects, Inc.	<i>Federal ID Number (or n/a)</i> 94-2688872
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Brian J. Maytum, AIA - Principal / Vice-President	<i>Date Executed</i> May 27, 2022

END OF DOCUMENT

EXHIBIT "G"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name: [Nacht & Lewis Architects, Inc.](#)

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 27th day of May, 2022 at Sacramento, California.

By: Brian J. Maytum, AIA Signature: 

Title: Principal / Vice-President

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Innovative Construction Services, Inc.

Oak Ridge Replacement Project

Dated: June 23, 2022

TABLE OF CONTENTS

ARTICLE 1.	Definitions.....	1
ARTICLE 2.	Term	3
ARTICLE 3.	Scope, Responsibilities and Services of CM	3
ARTICLE 4.	CM Staff	5
ARTICLE 5.	Schedule of Work.....	5
ARTICLE 6.	Construction Cost Budget	6
ARTICLE 7.	Fee and Method of Payment for Basic Services.....	7
ARTICLE 8.	Payment for Extra Services	7
ARTICLE 9.	Ownership of Data.....	8
ARTICLE 10.	Termination of Contract	8
ARTICLE 11.	Indemnity	9
ARTICLE 12.	Conduct on Project Site and Fingerprinting	10
ARTICLE 13.	Responsibilities of the District	11
ARTICLE 14.	Liability of District	11
ARTICLE 15.	Insurance	12
ARTICLE 16.	Nondiscrimination	15
ARTICLE 17.	Covenant Against Contingent Fees	16
ARTICLE 18.	Entire Agreement/Modification	16
ARTICLE 19.	Non-Assignment of Agreement.....	16
ARTICLE 20.	Law, Venue.....	16
ARTICLE 21.	Alternative Dispute Resolution	16
ARTICLE 22.	Tolling of Claims.....	17
ARTICLE 23.	Severability	17

ARTICLE 24.	Employment Status	17
ARTICLE 25.	Warranty of CM	18
ARTICLE 26.	Cost Disclosure - Documents and Written Reports	19
ARTICLE 27.	Communications / Notice.....	19
ARTICLE 28.	[RESERVED].....	19
ARTICLE 29.	District’s Right to Audit	19
ARTICLE 30.	Other Provisions	20
ARTICLE 31.	Exhibits.....	21

EXHIBITS “A” – “E”

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of June 23, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Innovative Construction Services, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the Oak Ridge Replacement Project.

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 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 upon final execution, and, except as otherwise provided herein, will continue in effect until November 30, 2023.

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:

Construction Manager through programming: Isaac White

Construction Manager during construction: Isaac White

Project Manager: Meredith Collins

Contract Admin: Nick Valentine

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 Million Four Hundred Fifty Thousand Dollars (\$1,450,000)** 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. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

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.** One million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) 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: Contracts Dept

CM:

Innovative Construction Services, Inc.
5433 El Camino Ave Ste 2
Carmichael, CA 95608
ATTN: Meredith Collins

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. [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 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

INNOVATIVE CONSTRUCTION SERVICES, INC

By: _____
Rose Ramos
Chief Business Officer

By:  _____
Meredith Collins
CFO

Date: _____

Date: 6/14/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

	<u>Page</u>
1. BASIC SERVICES.....	1
2. GENERAL PROJECT SERVICES	4
3. PRECONSTRUCTION PHASE.....	5
4. PRE-BID PHASE.....	7
5. BIDDING PHASE	7
6. CONSTRUCTION PHASE	8
7. PROJECT COMPLETION	11
8. FINAL DOCUMENTS.....	12

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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, contactor 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.

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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.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$160
Project Manager	\$145
Construction Manager	\$140
Scheduler	\$140

Asst. Construction Manager	\$95
Contract Administrator	\$85

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

See attached.

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.: 0272-409, between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the Oak Ridge Replacement 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: Meredith Collins

Title: CFO/PM

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: _____

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.

INNOVATIVE CONSTRUCTION SERVICES, INC.

By: 
Meredith Collins
CFO

Date: 6/14/2022



Agreement for Construction Management Services

between

Sacramento City Unified School District

and

Kitchell/CEM, Inc.

**Nicholas Elementary School
New School Replacement Project**

Dated: June 23, 2022

TABLE OF CONTENTS

ARTICLE 1.	Definitions.....	1
ARTICLE 2.	Term	3
ARTICLE 3.	Scope, Responsibilities and Services of CM	3
ARTICLE 4.	CM Staff	5
ARTICLE 5.	Schedule of Work.....	6
ARTICLE 6.	Construction Cost Budget	6
ARTICLE 7.	Fee and Method of Payment for Basic Services.....	7
ARTICLE 8.	Payment for Extra Services	8
ARTICLE 9.	Ownership of Data.....	8
ARTICLE 10.	Termination of Contract	9
ARTICLE 11.	Indemnity	10
ARTICLE 12.	Conduct on Project Site and Fingerprinting	10
ARTICLE 13.	Responsibilities of the District	11
ARTICLE 14.	Liability of District.....	12
ARTICLE 15.	Insurance	12
ARTICLE 16.	Nondiscrimination	16
ARTICLE 17.	Covenant Against Contingent Fees	16
ARTICLE 18.	Entire Agreement/Modification	16
ARTICLE 19.	Non-Assignment of Agreement.....	16
ARTICLE 20.	Law, Venue.....	16
ARTICLE 21.	Alternative Dispute Resolution	17
ARTICLE 22.	[RESERVED].....	17
ARTICLE 23.	Severability	17
ARTICLE 24.	Employment Status	17
ARTICLE 25.	Warranty of CM	18
ARTICLE 26.	Cost Disclosure - Documents and Written Reports	19

ARTICLE 27.	Communications / Notice.....	19
ARTICLE 28.	[RESERVED].....	19
ARTICLE 29.	District’s Right to Audit	19
ARTICLE 30.	Other Provisions	20
ARTICLE 31.	Exhibits.....	21

EXHIBITS “A” – “F”

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of June 23, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Kitchell/CEM, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of the Nicholas Elementary School New School Replacement

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 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 upon final execution, and, except as otherwise provided herein, will continue in effect until December 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:
 - Principal In Charge: Bill Johal
 - Project Director: Jeff Dees/Dan Porter
 - Construction Manager: Cassie Baugher
 - Scheduler: Rick Stassi
 - Field Office Manager/Clerical: Jo Ward
- 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 Million Five Hundred Fifty-Four Thousand One Hundred Eighty Dollars (\$1,554,180) 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") to the extent caused by 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. CM shall provide to District verification of compliance with this section by submitting an executed COVID-19 Vaccination/Testing Certification (**Exhibit "F"**).

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.** One million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) 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. [RESERVED]

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: Contracts Office

CM:

Kitchell/CEM, Inc.
2450 Venture Oaks Way Ste 500
Sacramento, CA 95833
ATTN: Jeff Dees

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. [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 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 "F" 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

KITCHELL/CEM, INC.

By: _____
Rose Ramos
Chief Business Officer

By: _____
Wendy Cohen
President

Date: _____

Date: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

	<u>Page</u>
1. BASIC SERVICES.....	1
2. GENERAL PROJECT SERVICES	4
3. PRECONSTRUCTION PHASE.....	5
4. PRE-BID PHASE	7
5. BIDDING PHASE	7
6. CONSTRUCTION PHASE	8
7. PROJECT COMPLETION	11
8. FINAL DOCUMENTS.....	12

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER

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.

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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.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal in Charge	\$225
Project Director	\$215
Sr. Project Manager	\$195
Project Manager II / Construction Manager	\$180

Field Office Manager/Clerical	\$90
Estimator	\$140
Scheduler	\$160

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

See attached.

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.: **0262-461** between the Sacramento City Unified School District ("District") and Kitchell/CEM, Inc. ("CM") for construction management services for the Nicholas Elementary School New School Replacement 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: _____

Title: _____

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: _____

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.

By: _____
Rose Ramos
Chief Business Officer

Date: _____

- 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.

KITCHELL/CEM, INC.

By: _____
Wendy Cohen
President

Date: _____

EXHIBIT "F"
COVID-19 VACCINATION/TESTING CERTIFICATION

Construction Manager ("CM"): Kitchell/CEM, Inc.

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

On October 12, 2021, the Board of Education of the Sacramento City Unified School District ("SCUSD") approved Resolution No. 3233: Mandatory COVID-19 Vaccination for Eligible, Non-Exempt Students and Staff, providing that as of January 31, 2022, "all non-exempt SCUSD staff (including SCUSD partners, contractors, and other individuals who work directly with students and SCUSD staff on SCUSD facilities" must be fully vaccinated prior to performing services at District facilities.

In light of these requirements, CM certifies that personnel providing services at District's Project site(s):

- Have all been fully vaccinated in accordance with the District's Policy.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated have filed a valid exemption from vaccination with CM and will undergo weekly diagnostic testing in accordance with the District's Policy..

CM understands that the District's Project site will need to comply with the District's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. CM will comply with District policy, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, Wendy Cohen, certify that I am CM's President and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

KITCHELL/CEM, INC.

By: _____
Wendy Cohen
President

Date: _____

END OF DOCUMENT



Agreement for Architectural Services
between
Sacramento City Unified School District
and
HMC Group

Nicholas Elementary School
New School and Modernization Project

Dated: June 23, 2022

TABLE OF CONTENTS

Article 1	Definitions.....	1
Article 2	Scope, Responsibilities and Services of Architect.....	3
Article 3	Architect Staff.....	7
Article 4	Schedule of Services	8
Article 5	Construction Cost Budget.....	9
Article 6	Fee and Method of Payment.....	10
Article 7	Payment for Extra Services or Changes.....	11
Article 8	Ownership of Data.....	11
Article 9	Termination of Contract	13
Article 10	Indemnity / Architect Liability	14
Article 11	Fingerprinting and Conduct on Project Site.....	15
Article 12	Responsibilities of the District.....	16
Article 13	Liability of District	16
Article 14	Nondiscrimination	17
Article 15	Insurance	17
Article 16	Covenant against Contingent Fees	17
Article 17	Entire Agreement/Modification.....	17
Article 18	Non-Assignment of Agreement.....	18
Article 19	Law, Venue.....	18
Article 20	Alternative Dispute Resolution	18
Article 21	Tolling of Claims.....	19
Article 22	Attorneys' Fees.....	19
Article 23	Severability	19
Article 24	Employment Status	19
Article 25	Certificate of Architect	21
Article 26	Cost Disclosure - Documents and Written Reports.....	21
Article 27	Notice & Communications.....	21
Article 28	[RESERVED].....	22
Article 29	District's Right to Audit.....	22
Article 30	Other Provisions.....	23
Article 31	Exhibits "A" through "F"	24

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT	A-1
EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES	B-1
EXHIBIT "C" – SCHEDULE OF SERVICES	C-1
EXHIBIT "D" – PAYMENT SCHEDULE	D-1
EXHIBIT "E" – INSURANCE REQUIREMENTS	E-1

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of June 23, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Group ("Architect") (collectively "Parties"), for the following project ("Project"):

New Construction and Modernization for Nicholas Elementary School located 6601 Steiner Drive, Sacramento, CA 95823

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 reimbursable 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 Nicholas Elementary School Modernization and New Construction Project at 6601 Steiner Drive, Sacramento, CA 95823.
- 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."**
 - 2.13.7. Topographic surveys of existing conditions
 - 2.13.8. State and Local agency fees.
 - 2.13.9. Testing and inspection

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Jeffrey Grau

Project Director: Vipul Safi

Project Architect(s): Steve Smith
Project Architect(s): Noah Kelly
Other: Brian Meyers, Educational Planner

Major Consultants:

Electrical: Peters Engineering
Mechanical: Peters Engineering
Structural: Buehler Engineering
Civil: Warren Consulting Engineers
Landscape: Quadriga Inc.
Low Voltage: Peters Engineering
Fire Sprinkler: Peters Engineering
Food Service: AMD Food Service Design
Cost Estimating: Sierra West

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
- 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of \$2,400,000.00 The fee represents 6% of the proposed construction value of \$40 million. At the completion of Schematic Design phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.

Additionally, an additional fee of \$50,000.00, would apply if the district elects to use interim housing on this project as part of a phasing plan or for minor upgrades to another site to allow use of an alternative site as interim housing.

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 \$10,000. 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 fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or

persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also in good faith as to the scope and extent of further assistance, including a joint defense agreement. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute..
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or

circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. 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 47th Avenue
Sacramento, CA 95824
ATTN: Facilities Office
EMAIL: chris-ralston@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 Ave
Studio 100
Sacramento, CA 95816
ATTN: Brian Meyers
EMAIL: brian.meyers@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.

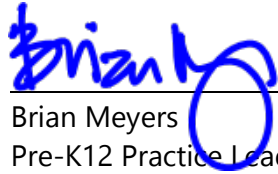
[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

HMC ARCHITECTS

By: _____
Rose Ramos
Chief Business Officer

By:  _____
Brian Meyers
Pre-K12 Practice Leader

Date: _____

Date: 6/23/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

TABLE OF CONTENTS

A.	SCOPE OF PROJECT	1
B.	BASIC SERVICES	1
C.	PRE-DESIGN AND START-UP SERVICES	4
D.	SCHEMATIC DESIGN PHASE	7
E.	DESIGN DEVELOPMENT PHASE	12
F.	CONSTRUCTION DOCUMENTS PHASE	16
G.	BIDDING PHASE	20
H.	CONSTRUCTION CONTRACT ADMINISTRATION PHASE	21
I.	CLOSE OUT PHASE	25
J.	MEETINGS / SITE VISITS / WORKSHOPS	Error! Bookmark not defined.

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Nicholas Elementary School – New School Construction

Construction Cost Budget: \$40,000,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-built;
 - 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. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.

High Performance Schools. If the District adheres to the Collaborative for High Performance School (“CHPS”) Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible. CHPS and/or LEED certification is not of Architect’s scope of basic services.

6. **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. Review District-provided 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 estimated space use square foot costs (classroom sq. ft. costs, office space, etc.
 - (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 will inform 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 – 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.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

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 Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

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.

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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 as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$275
Senior Project Manager:	\$215
Project Manager:	\$190
Designer:	\$190
Project Leader:	\$170
Project Coordinator:	\$140
Contract Administrator:	\$105
Project Architect	\$190
Other	See Attached Rate Schedule

- 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 under the Development of Architectural Program section within approximately 90 **calendar days** after written authorization from the District to proceed. (June 1 – September 1, 2022)
- C. Architect shall complete Services required under the Schematic Design Phase within **90 calendar days** after written authorization from District to proceed. (September 1 – December 1, 2022)
- D. Architect shall complete Services required under the Design Development Phase within approximately 90 **calendar days** after receipt of a written authorization from District to proceed. (December 1, 2022 – March 1, 2023)
- E. Architect shall complete Services required under Construction Documents Phase within **180 calendar days (6 months)** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 100% Submittal Package Increment 1 **60 calendar days**
(March 1, 2023 – May 1, 2023)
 - 2. 100% Submittal Package Increment 2 **120 calendar days**
(March 1, 2023 – September 1, 2023)
 - 3. Final Contract Documents after Final Back-Check Stage Anticipated approval dates: Increment 1 approval – June 2023; Increment 2 approval – February 2024
- F. The durations stated above include the review periods of 10 **calendar days** required by the District.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>27.5%</u>
Approval by DSA	10%
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%
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,000.

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

- B. 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.
- C. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices 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.

- D. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- E. **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
- F. **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 sub consultants 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 sub consultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require sub consultants 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.
- G. **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.
- H. **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.
- I. **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

EXHIBIT "G"

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

PROJECT/CONTRACT NO.: Nicholas Elementary School 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.

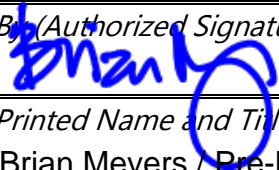
The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

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> HMC Architects	<i>Federal ID Number (or n/a)</i> 95-2019939
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Brian Meyers / Pre-K12 Practice Leader	<i>Date Executed</i> 6/23/22

END OF DOCUMENT

EXHIBIT "H"

**VACCINATION STATUS CERTIFICATION
(Consultant)**

Consultant/Company Name: HMC Architects

Pursuant to the provision of the State Public Health Officer Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 23rd day of June, 2022 at Sacramento, California

By: Brian Meyers Signature: 

Title: Pre-K12 Practice Leader

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT

VENDOR - PO with Receiving	Fiscal Year 2021/22
Requisition Number SA22-00039	Requisition Date 06/21/2021

Summary			
Created by	SHEILA-DOMONDON, 6/21/2021	PO #	CS22-00015
Department	CONTRACT	Responsibility	Goods & Services Academic Dept
Status	Ready for Payment	Attachments	Yes
On Hold	No		
Requisitioner	SHEILA DOMONDON	Board Date	08/05/2021
Order Site	0717 - ADMIN-LEGAL COUNSEL		Non Taxable 2,000,000.00
Delivery Site	0717 - ADMIN-LEGAL COUNSEL		Taxable .00
Delivery Date	07/20/2021	Room	Tax (8.7500) .00
Project			Shipping (0.00) .00
Info	SA FOR GENERAL COUNSEL LEGAL SERVICES		Adjustment .00
			Requisition Total 2,000,000.00

Requisition Vendor Information	INCREASE \$800,000.00
124591/5 LOZANO SMITH ATTORNEYS AT LAW 1 CAPITOL MALL, SUITE 640 , SACRAMENTO, CA 95814	TOTAL \$2,800,000.00

Purchasing			
PO Date	07/06/2021	PO Printed Date	07/06/2021
Quote		Quote Date	
		Buyer	J SULLI - Jessica Sulli

Line Items							Change Level 2
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
1 PROVIDE GENERAL COUNSEL SERVICES AND OTHER LEGAL SERVICES AS NEEDED DURING THE 2021-2022 FISCAL YEAR PER AGREEMENT DATED JULY 1, 2021		EACH	1	1	2,000,000.0000	2,000,000.00	
SERVICES THROUGH MARCH WILL EXHAUST THE \$2M SO AN INCREASE IS NEEDED TO PAY FOR APR-JUN. THIS IS THE 3RD YEAR THE REQ WAS SET UP FOR \$2M AND THEN INCREASED AT THE END OF THE YEAR TO \$2.8M I ADVISED THE DEPT. THEY SHOULD SET UP THE REQ FOR \$2.8M GOING FORWARD.							

Changed Line Items							
Description	Stores Item #	Unit	Order Qty	Change Lvl	Unit Price	Extended	
1 PROVIDE GENERAL COUNSEL SERVICES AND OTHER LEGAL SERVICES AS NEEDED DURING THE 2021-2022 FISCAL YEAR PER AGREEMENT DATED JULY 1, 2021		EACH	1	1	1,897,000.0000	1,897,000.00	
1 PROVIDE GENERAL COUNSEL SERVICES AND OTHER LEGAL SERVICES AS NEEDED DURING THE 2021-2022 FISCAL YEAR PER AGREEMENT DATED JULY 1, 2021		EACH	1	0	2,000,000.0000	2,000,000.00	

Accounts				
	Amount	Encumbered	Expensed	Outstanding
01- 3212- 0- 5800- 00- 0000- 7200- 845- 0717- 438 (2022) OthCont,ESSER II Fund,PrjYr,Undistrib,OthGenAdmn	13,171.76		13,217.01	45.25-
25- 9130- 0- 5800- 00- 0000- 8100- 000- 0807- 000 (2022) OthCont,Developer Fees,PrjYr,Undistrib,Maint/Oper	6,519.93		6,519.93	.00
01- 3210- 0- 5800- 00- 0000- 7200- 830- 0840- 438 (2022) OthCont,ESSER Fund,PrjYr,Undistrib,OthGenAdmn				.00
01- 0000- 0- 5800- 00- 0000- 7200- 000- 0717- 000 (2022) OthCont, Unrestr NR, PrjYr,Undistrib, OthGenAdmn	1,980,308.31	390,104.82	1,590,203.49	.00

History		
05/13/2022	JESSICA-SU	Account 01-0000-0-5800-00-0000-7200-000-0717-000, amount changed from \$1,877,308.31 to \$1,980,308.31
05/13/2022	JESSICA-SU	Change notice #2 created
04/27/2022	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment

VENDOR -	Fiscal Year 2021/22
Requisition Number SA22-00039	Requisition Date 06/21/2021

History (continued)		
04/27/2022	LA-LIEMTHONGSAMOUT	Check 97404710 was printed, paying Invoice 2157747.
04/27/2022	DAWN-NANTZ	Check processed for Invoice 2157747 on register BW000244.
04/27/2022	DAWN-NANTZ	Status changed from Ready for Payment to Check Pending
04/07/2022	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
04/07/2022	LA-LIEMTHONGSAMOUT	Check 97404213 was printed, paying Invoice 2158354-2158412.
04/06/2022	DAWN-NANTZ	Check processed for Invoice 2158354-2158412 on register BW000240.
04/06/2022	DAWN-NANTZ	Status changed from Ready for Payment to Check Pending
03/24/2022	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
03/24/2022	LA-LIEMTHONGSAMOUT	Check 97403871 was printed, paying Invoice 2155540.
03/24/2022	DAWN-NANTZ	Check processed for Invoice 2155540 on register BW000238.
03/24/2022	DAWN-NANTZ	Status changed from Ready for Payment to Check Pending
03/09/2022	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
03/09/2022	LA-LIEMTHONGSAMOUT	Check 97403349 was printed, paying Invoice 2156463-2156539.
03/09/2022	LA-LIEMTHONGSAMOUT	Check 97403349 was printed, paying Invoice 2156663-2156669.
03/09/2022	JESSE-M-CASTILLO	Check processed for Invoice 2156463-2156539 on register BW000236.
03/09/2022	JESSE-M-CASTILLO	Status changed from Ready for Payment to Check Pending
03/09/2022	JESSE-M-CASTILLO	Check processed for Invoice 2156663-2156669 on register BW000236.
02/02/2022	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
02/02/2022	LA-LIEMTHONGSAMOUT	Check 97402486 was printed, paying Invoice 2154194-2154244.
02/02/2022	JESSE-M-CASTILLO	Status changed from Ready for Payment to Check Pending
02/02/2022	JESSE-M-CASTILLO	Check processed for Invoice 2154194-2154244 on register BW000231.
02/02/2022	JESSICA-SULLI	Account 01-0000-0-5800-00-0000-7200-000-0717-000, amount changed from \$1,993,480.07 to \$1,877,308.31 Account 01-3212-0-5800-00-0000-7200-845-0717-438, amount changed from \$0.00 to \$13,171.76
02/02/2022	JESSICA-SULLI	Change notice #1 created
01/19/2022	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
01/19/2022	LA-LIEMTHONGSAMOUT	Check 97401806 was printed, paying Invoice 2149239.
01/19/2022	LA-LIEMTHONGSAMOUT	Check 97401806 was printed, paying Invoice 2152207-2152278.
01/19/2022	JESSE-M-CASTILLO	Check processed for Invoice 2149239 on register BW000224.
01/19/2022	JESSE-M-CASTILLO	Status changed from Ready for Payment to Check Pending
01/19/2022	JESSE-M-CASTILLO	Check processed for Invoice 2152207-2152278 on register BW000224.
12/01/2021	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
12/01/2021	LA-LIEMTHONGSAMOUT	Check 97400754 was printed, paying Invoice 2150147-2150213.
12/01/2021	DAWN-NANTZ	Check processed for Invoice 2150147-2150213 on register BW000219.
12/01/2021	DAWN-NANTZ	Status changed from Ready for Payment to Check Pending
12/01/2021	PAOLA-LOPEZ	Payment ?, dated ?, in the amount of ?, to vendor ? was deleted.
11/03/2021	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
11/03/2021	LA-LIEMTHONGSAMOUT	Check 97397989 was printed, paying Invoice 2147688-2147752.
11/03/2021	LA-LIEMTHONGSAMOUT	Check 97397990 was printed, paying Invoice 2147688-2147752 F25.
11/03/2021	DAWN-NANTZ	Check processed for Invoice 2147688-2147752 F25 on register BW000214.
11/03/2021	DAWN-NANTZ	Status changed from Ready for Payment to Check Pending
11/03/2021	DAWN-NANTZ	Check processed for Invoice 2147688-2147752 on register BW000214.
11/03/2021	CHOFF	Account 01-3212-0-5800-00-0000-7200-845-0717-438 was added, amount \$0.00
10/21/2021	CHOFF	Account 01-0000-0-5800-00-0000-7200-000-0717-000, amount changed from \$2,000,000.00 to \$1,993,480.07 Account 25-9130-0-5800-00-0000-8100-000-0807-000 was added, amount \$6,519.93
10/20/2021	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
10/20/2021	LA-LIEMTHONGSAMOUT	Check 97396699 was printed, paying Invoice 2146780.

VENDOR -	Fiscal Year 2021/22
Requisition Number SA22-00039	Requisition Date 06/21/2021

History (continued)		
10/20/2021	JESSE-M-CASTILLO	Status changed from Ready for Payment to Check Pending
10/20/2021	JESSE-M-CASTILLO	Check processed for Invoice 2146780 on register BW000211.
10/06/2021	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
10/06/2021	LA-LIEMTHONGSAMOUT	Check 97396283 was printed, paying Invoice 2142228.
10/06/2021	LA-LIEMTHONGSAMOUT	Check 97396283 was printed, paying Invoice 2144506.
10/06/2021	JESSE-M-CASTILLO	Check processed for Invoice 2142228 on register BW000209.
10/06/2021	JESSE-M-CASTILLO	Status changed from Ready for Payment to Check Pending
10/06/2021	JESSE-M-CASTILLO	Check processed for Invoice 2144506 on register BW000209.
09/22/2021	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
09/22/2021	LA-LIEMTHONGSAMOUT	Check 97395924 was printed, paying Invoice 2145150-2145212.
09/22/2021	JESSE-M-CASTILLO	Check processed for Invoice 2145150-2145212 on register BW000205.
09/22/2021	JESSE-M-CASTILLO	Status changed from Ready for Payment to Check Pending
09/01/2021	LA-LIEMTHONGSAMOUT	Status set to Ready for Payment
09/01/2021	LA-LIEMTHONGSAMOUT	Check 97394731 was printed, paying Invoice 2139957.
09/01/2021	LA-LIEMTHONGSAMOUT	Check 97394731 was printed, paying Invoice 2142290-2142360.
09/01/2021	JESSE-M-CASTILLO	Check processed for Invoice 2139957 on register BW000200.
09/01/2021	JESSE-M-CASTILLO	Status changed from Ready for Payment to Check Pending
09/01/2021	JESSE-M-CASTILLO	Check processed for Invoice 2142290-2142360 on register BW000200.
07/09/2021	SHEILA-DOMONDON	Line Item #1 received, Quantity: 1
07/09/2021	SHEILA-DOMONDON	Line Item #1 received 07/09/2021, Quantity: 1.
07/09/2021	SHEILA-DOMONDON	Status changed from Printed to Ready for Payment by receiving
07/06/2021	JESSICA-SULLI	Original PO emailed
07/06/2021	JESSICA-SULLI	Status set to Printed
07/06/2021	JESSICA-SULLI	Original PO printed
07/06/2021	JESSICA-SULLI	On Hold changed from "Yes" to "No"
07/02/2021	DAN-SANCHEZ	Requisition was put on Hold during approval process
07/02/2021	DAN-SANCHEZ	Status set to Approved
07/01/2021	CHOFF	Status set to Submitted
07/01/2021	CHOFF	Requisition was returned to Open status
06/21/2021	SHEILA-DOMONDON	Status set to Submitted
06/21/2021	SHEILA-DOMONDON	Requisition copied from SA21-00018

Approvals						
Level	Sub Level	Status	Approver	Approved By	Approved	Comment
4	0	Approved	DAN-SANCHEZ	DAN-SANCHEZ	07/02/2021	
4	0	Approved	ROSE-F-RAMOS	ADRIAN-VARGAS	07/02/2021	
4	0	Approved	MARJEANNE-TORRES	ADRIAN-VARGAS	07/02/2021	
4	0	Approved	MARJEANNE-LOBESE	ADRIAN-VARGAS	07/02/2021	
4	0	Approved	JESSICA-SULLI	ADRIAN-VARGAS	07/02/2021	
4	0	Approved	ADRIAN-VARGAS	ADRIAN-VARGAS	07/02/2021	
2	0	Approved	ADRIANA-AV	ADRIANA-AV	07/01/2021	
2	0	Approved	ADRIAN-VARGAS	ADRIAN-VARGAS	07/01/2021	
2	0	Approved	ROSE-F-RAMOS	ADRIAN-VARGAS	07/01/2021	
2	0	Approved	ADRIANA-AV	ADRIANA-AV	07/01/2021	
2	0	Approved	ADRIAN-VARGAS	ADRIAN-VARGAS	06/23/2021	
2	0	Approved	ROSE-F-RAMOS	ROSE-F-RAMOS	06/21/2021	



SERVICES AGREEMENT

Date: July 1, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Lozano Smith, LLP (hereinafter referred to as "Attorney").

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

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

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2021 and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



ARTICLE 3. PAYMENT.

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

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of Two Million Dollars (\$2,000,000). Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, In-House Counsel, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement. The Attorney and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Attorney acknowledges and agrees that it is the sole responsibility of the Attorney to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Attorney's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.



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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. GENERAL LIABILITY INSURANCE.

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



ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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



<p>District: Sacramento City Unified School District PO Box 246870 Sacramento CA 95824-6870 Attn: Jessica Sulli, Contracts</p>	<p>Attorney: Lozano Smith One Capitol Mall, Suite 640 Sacramento, CA 95814 Attn: Anne L. Collins, Attorney</p>
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ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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



ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH, LLP

DocuSigned by:
By: Rose Ramos
CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: Karen M. Rezendes
Karen M. Rezendes
Managing Partner

07/02/2021
Date

06/24/2021
Date



EXHIBIT A

CERTIFICATION of COMPLIANCE

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

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

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

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

A handwritten signature in blue ink that reads "Karen M. Rezendes".

Karen M. Rezendes
Managing Partner

06/24/2021

Date



EXHIBIT B

PROFESSIONAL RATE SCHEDULE
FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
(Effective July 1, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner	\$ 275 per hour
Senior Counsel / Of Counsel	\$ 265 per hour
Senior Associate	\$ 240 per hour
Associate	\$ 230 per hour
Paralegal / Law Clerk	\$ 150 per hour

*A 5% discount is given on all invoices paid within 30 days of invoice.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**ADDENDUM TO
LOZANO SMITH SERVICES AGREEMENT**

This Addendum, which shall be effective upon approval of the Lozano Smith Services Agreement for the 2019-2020 fiscal year, and any subsequent fiscal years approved by the District, provides as follows:

1. Periodic Monitoring. The District's in-house counsel shall monitor periodically, at least quarterly, in addition to reviewing the monthly invoices of Lozano Smith, the matters assigned to Lozano Smith. In-house counsel shall report to the Superintendent, based upon the services provided.
2. Case and Matter Matrix. To assist the periodic monitoring, Lozano Smith shall provide, on a monthly basis, a matrix and brief description of the cases and matters assigned to Lozano Smith.

Lozano Smith's responsible partner, Anne Collins, shall be the primary contact for the services provided to the District. This Addendum is incorporated by reference to the Lozano Smith Services Agreement.

BID FORM AND PROPOSAL

To: Governing Board of the Sacramento City Unified School District ("District" or "Owner")

From: A.M. Stephens Construction Co., Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 0032-416**, for the following project known as:

Caleb Greenwood ES Paving Repairs & Shade Structure

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

one million seven hundred seventy three dollars \$ 1,773,527⁰⁰
BASE BID thousand five hundred twenty seven of 100/100

Allowance: Owner

Forty-five thousand and no/100 dollars \$ 45,000.00
Allowance

TOTAL (Base bid + Owner Allowance)

one million eight hundred eighteen thousand five dollars \$ 1,818,527⁰⁰
TOTAL BID hundred twenty seven of 100/100

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. Allowance: The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.
2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - ✓ Bid Bond on the District's form or other security *ordered 5/24/2022*
 - ✓ Designated Subcontractors List
 - ✓ Site Visit Certification
 - ✓ Non-Collusion Declaration
 - ✓ Iran Contracting Act Certification

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>May 10, 2022</u>	No. _____, Dated _____
No. <u>2</u> , Dated <u>May 10, 2022</u>	No. _____, Dated _____
No. <u>3</u> , Dated <u>May 24, 2022</u>	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a **Class A General Engineering** license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. Bidder agrees to comply with all requirements of the Project Labor Agreement.
14. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
15. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
16. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
17. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
18. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the

type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 1st day of June 20 22

Name of Bidder: A.M. Stephens Construction Co., Inc.

Type of Organization: a California Corporation

Signature: [Signature]

Print Name: Greg Stephens

Title: President

Address of Bidder: P.O. Box 1967, Lodi, California 93241

Taxpayer Identification No. of Bidder: CA-247293

Telephone Number: (209) 333-0824

E-mail: jr@amstephens.net Web Page: www.amstephens.net

Contractor's License No(s): No.: 404723 Class: A Expiration Date: 5/31/2023

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 100004969

END OF DOCUMENT


BID FORM AND PROPOSAL

Sacramento City Unified School District ("District" or "Owner")

From: Roebbelen Contracting, Inc.
(Proper Name of Bidder)

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The General Conditions and definitions therein are accessible on the SCUSD website at www.scusd.edu/construction-projects and are an integral part of the Contract Documents. The Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event the Contractor fails to initial this acknowledgement, the District shall have the right to reject the Bid.

CONTRACTOR'S INITIALS: 

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, tools, transportation, services and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. «Project_»

PROJECT: SECURITY FENCING AT SEVEN SITES PROJECT

and will accept in full payment for that Work the following total lump sum amount, all taxes included. **The basis of determining the lowest responsible, responsive bidder will be based upon the stated value of the TOTAL BID.**

A.	One Million, Seven Hundred Seventy Seven Thousand, Two Hundred Twenty Two	Dollars	\$ <u>1,777,222.00</u>
	BASE BID		
B.	Allocation of \$10,000 per site	Dollars	\$ <u>70,000.00</u>
	Allowance		
C.	One Million, Eight Hundred Forty Seven Thousand, Two Hundred Twenty Two	Dollars	\$ <u>1,847,222.00</u>
	TOTAL BID		

5. BID SUBMISSION

Bids may/must be submitted electronically to E-Builder™ or delivered to the District.

6. ALLOWANCE

The allowance shall only be allocated for items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

7. REVIEW OF WORK IN CONTRACT DOCUMENTS

The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

8. DISCREPANCIES AND OMISSIONS

The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.

9. WORK COMMENCEMENT AND COMPLETION

The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

10. LIQUIDATED DAMAGES

The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

11. DISTRICT BID RIGHTS

It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

12. DOCUMENTS TO BE ATTACHED

The following documents are attached hereto and hereby attests that all required provisions of said forms will be strictly adhered to:

- Bid Bond on the District's form or other security.
- Designated Subcontractors List.
- All other forms listed in the instructions to bidders

13. ACCEPTANCE OF ADDENDA

Acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>05/23/22</u>	No. _____, Dated _____	No. _____, Dated _____
No. <u>2</u> , Dated <u>05/24/22</u>	No. _____, Dated _____	No. _____, Dated _____

14. **REQUIRED LICENSE**

Bidder acknowledges that the license required for performance of the Work is a **A or B or C-13**.

15. **LABOR HARMONY**

The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

16. **BIDDER COMPETENCY**

Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations and with all requirements of the Project Labor Agreement.

Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

17. **BIDDER RISKS**

Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

18. **FALSE CLAIMS**

Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

19. **BIDDER CERTIFICATION**

The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of

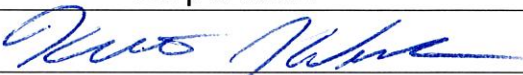
the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 26th day of May 20 22

Name of Bidder Roebbelen Contracting, Inc.

Type of Organization Corporation

Signed by 

Name and Title of Signer Kenneth J. Wenham, President

Address of Bidder 1241 Hawks Flight Court, El Dorado Hills, CA 95762

Taxpayer's Identification No. of Bidder 91-1787938

Telephone Number 916-939-4000

Fax Number 916-939-4028

E-mail estimating@roebbelen.com Web page www.roebbelen.com

Contractor's License No(s): No.: 734124 Class: A C-8 Expiration Date: 03/31/2023

No.: _____ Class: B C-13 Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000001469

END OF DOCUMENT

Mailing Address:
P.O. BOX 1867
LODI, CA 95241

Physical Address:
1717 S. STOCKTON ST.
LODI, CA 95240



California Contractors License# 404723

LODI (209) 333-0136
FAX (209) 333-0993
www.amstephens.net

Project: Hiram Johnson High School – Stadium

GMP Rev #003 - Dated 6/8/2022

6879 14th Ave, Sacramento, CA 95820

Section	Description	Total	Contractor
	GENERAL CONDITIONS		
	AM Stephens General Conditions per RFQ	\$158,400	AM Stephens
	Dumpster	\$8,400	AM Stephens
	Traffic Control on 65 th St.	\$33,000	Almendariz
		\$199,800	
	SURVEYING		
	Construction Staking	\$39,000	F3
		\$39,000	
	SITWORK		
	Storm Water Plan and QSP Monitoring	\$5,300	AM Stephens
	Installation and Maintenance of BMP's	\$28,545	AM Stephens
	Street Sweeping	\$4,600	AM Stephens
	Hardscape Demolition	\$35,685	AM Stephens
	Utility Demo	\$13,440	AM Stephens
	Off-Haul Spoils	\$38,812	AM Stephens
	Grass Removal and Off Haul	\$39,883	AM Stephens
	Bark Removal	\$6,720	AM Stephens
	Tree Removal	\$2,300	AM Stephens
	Rough Grade & Off-Haul Excess Material	\$33,670	AM Stephens
	Grading for Housekeeping Pads	\$5,450	AM Stephens
	Lime Treatment	\$82,797	AM Stephens
	Aggregate Base Under Concrete	\$172,000	AM Stephens
	Notching for Lime Treatment Barrier Curbs	NIC	
	Asphalt Patching at New Fence Band	\$25,557	AM Stephens
	Landscape Grade	\$20,800	AM Stephens
	Mobilization	\$8,901	AM Stephens
	DSA Re-Submittal Changes - Add 2" of AB	\$14,691	AM Stephens
		\$539,151	
	UNDEGROUND UTILITIES		
	Mobilization	\$15,950	Mozingo

Cut & Cap Utilities/ Demo	\$20,607	Mozingo
Sanitary Sewer	\$117,975	Mozingo
Storm Drainage System	\$315,189	Mozingo
Domestic Water	\$67,208	Mozingo
Alternate to R&R 356ft of 6" Transite Water Line	\$61,160	Mozingo
Relocate Backflows and Re-Route Pipe	\$25,000	Mozingo
	\$623,089	
MODULAR BUILDINGS		
Modular Building - Home Construction	\$592,798	Enviroplex
Modular Building - Visitor Construction	\$585,125	Enviroplex
Modular Building – PLA Requirements	\$0	SCUSD
Modular Building – Keying Allowance	NIC	SCUSD
	\$1,177,923	
BLEACHERS		
Bleacher Construction	\$1,058,400	Southern Bleacher
	\$1,058,400	
CONCRETE		
4" Flatwork	\$516,106	Popuch Concrete
12" Electrical Pads	\$8,400	Popuch Concrete
Transformer Pad Concrete	\$4,400	Popuch Concrete
12" Edge bands	\$31,402	Popuch Concrete
Entry Column Footings	\$6,492	Popuch Concrete
CIP Curved Site Wall at Plaza	\$92,569	Popuch Concrete
Site Concrete – Joint Sealants	\$13,852	Popuch Concrete
Bleacher Foundation Footings	\$210,746	Popuch Concrete
Bleacher Foundation – Rebar	\$27,500	Popuch Concrete
Concession Building Footings	\$123,489	Popuch Concrete
Concession Building – Rebar	\$12,500	Popuch Concrete
Trench Drain	\$28,703	Popuch Concrete
	\$1,076,159	
FENCING & GATES		
Black Vinyl Chain Link & Gates	\$164,892	Pisor
Ornamental Fencing & Gates	\$69,465	Pisor
DSA Re-Submittal Changes	\$35,325	Pisor
	\$269,682	
LANDSCAPING		
Irrigation Demolition	\$5,000	Aerco Pacific
Irrigation	\$82,500	Aerco Pacific
Bioswale Soil	\$11,000	Aerco Pacific
No Mow Sod	\$27,000	Aerco Pacific
Landscape Planting	\$49,500	Aerco Pacific
Jute Netting	NIC	
Weed Fabric	NIC	
Landscape Repairs Not Shown in Drawings	NIC	

		\$175,000	
	MASONRY		
	CMU Columns	\$13,340	Townsend
	Thin Brick at CMU Columns	\$10,930	Townsend
	Pre-Cast Caps at Entry Columns	\$9,040	Townsend
	Thin Brick Veneer at CIP Wall	\$45,750	Townsend
	Air/ Moisture Barrier at Plaza Wall	\$2,560	Townsend
	Pre-Cast Cap at Plaza Wall	\$17,340	Townsend
		\$98,960	
	STRUCTURAL STEEL		
	Entrance Columns & Erection	\$12,500	Atlas Steel
		\$12,500	
	PAINTING		
	Entrance Columns	\$2,785	Applied Finishes
	Exposed Conduits & Unistrut	\$25,000	Applied Finishes
	Graffiti-Resistant Coatings	\$9,928	Applied Finishes
		\$37,713	
	SIGNAGE		
	Fluoresco PLA Requirements @ 5%	\$3,382	Fluoresco
	Fluoresco Entrance Signage	\$63,706	Fluoresco
	CIP Wall – Aluminum Signage	\$12,927	Fluoresco
		\$80,015	
	SITE FURNISHINGS		
	Trash Receptacle – Material	NIC	SCUSD
	Picnic Table – Material	NIC	SCUSD
	Drinking Fountain – Material	\$4,020	Most Dependable
	Musco Light Pole Pad – Material	\$1,540	Sportsfield Specialties
	Track Rule Signage	\$4,500	AM Stephens
	Site Furnishing – Install	\$5,400	AM Stephens
		\$15,460	
	ELECTRICAL		
	Excavation, Backfill, & Sand Bedding	\$40,000	Bockmon & Woody
	GPRS locating, Pothole, Bore Pits, and Boring	\$30,000	Bockmon & Woody
	Musco Light Pole & Foundation – Material	\$405,000	Bockmon & Woody
	Musco Show Light Controls	\$20,000	Bockmon & Woody
	Musco Foundation – Install	\$26,000	Bockmon & Woody
	Musco Light Pole – Install	\$30,000	Bockmon & Woody
	Egress Site Lighting & Inverter – Material	\$80,000	Bockmon & Woody
	Egress Site Lighting & Foundations – Install	\$81,000	Bockmon & Woody
	Furnish & Install Lighting Inverter	\$90,000	Bockmon & Woody
	SMUD Transformer Pad & Bollards	\$9,500	Bockmon & Woody
	SMUD Primary Vault	\$10,000	Bockmon & Woody
	SMUD Primary Service	\$15,000	Bockmon & Woody
	SMUD Secondary Conduits	\$2,500	Bockmon & Woody

F&I 2000 amp Meter Main	\$135,000	Bockmon & Woody
Underground Conduits, Boxes, and Fittings	\$355,890	Bockmon & Woody
Above ground Bleacher Conduits and Fittings	\$20,000	Bockmon & Woody
Above ground Canopy Conduits and Fittings	\$75,000	Bockmon & Woody
Feeder Cables to Concession Bldg. #1	\$195,000	Bockmon & Woody
Feeder Cables to Concession Bldg. #2	\$115,000	Bockmon & Woody
Feeder Cables to Pressbox	\$13,000	Bockmon & Woody
Wiring for MUSCO Lights & Egress Lighting	\$92,000	Bockmon & Woody
F&I Signal and Fire Alarm Cabling	\$15,000	Bockmon & Woody
F&I Power Receptacles	\$500	Bockmon & Woody
F&I Grounding	\$10,000	Bockmon & Woody
F&I Fire Alarm System	\$65,000	Bockmon & Woody
F&I Intrusion Alarm System	\$22,500	Bockmon & Woody
F&I Stadium Sound System	\$92,000	Bockmon & Woody
F&I Communications System	\$110,000	Bockmon & Woody
Furnish & Install Security Cameras	\$32,000	Bockmon & Woody
Testing and Start-Up of Equipment/ Systems	\$25,000	Bockmon & Woody
F&I Install Temporary Switchgear	\$38,000	Bockmon & Woody
Track Surfacing – Demo	\$2,560	Sportsbuild
Track Surfacing – Patch Back	\$7,800	Sportsbuild
Track Surfacing – Color Coat & Striping	\$9,700	Sportsbuild
	\$2,269,950	

Summary

Sub-Total	\$7,672,802
O&P 4.25 %	\$345,276
Modular Building – PLA Requirements:	\$30,000
DSA Review Contingency:	\$0
Owner Contingency @ 5%	\$402,404
Bonds & Insurance @ 1.08%	\$91,265
TOTAL:	\$8,541,747



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1b

Meeting Date: June 23, 2022

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 June 23, 2022
2. Classified Personnel Transactions Dated June 23, 2022

<p>Estimated Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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Attachment 1: CERTIFICATED 6/23/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
SLOCUM	JENNIFER	B	School Nurse	HEALTH SERVICES	5/25/2022	6/30/2022	EMPLOY PROB1 5/25/22
LEAVES							
ARCA	LORENA	A	Teacher, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	7/1/2022	6/30/2023	LOA (UNPD) 7/1/22-6/30/23
AVELAR	VERONICA	A	Teacher, Elementary	PETER BURNETT ELEMENTARY	5/28/2022	6/30/2022	LOA RTN (PD) FMLA/CFRA 5/28/22
BAYZE	JESSICA	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	5/23/2022	6/30/2022	ADMIN LOA (PD) 5/23/22
CAMPOS	DOMINIC	A	Teacher, Resource, Special Ed.	JOHN F. KENNEDY HIGH SCHOOL	1/10/2022	3/1/2022	LOA (PD) FMLA/CFRA 1/10-3/1/22
CAMPOS	DOMINIC	A	Teacher, Resource, Special Ed.	JOHN F. KENNEDY HIGH SCHOOL	3/2/2022	4/3/2022	LOA EXT (PD) FMLA/CFRA 3/2-4/3/22
CAMPOS	DOMINIC	A	Teacher, Resource, Special Ed.	JOHN F. KENNEDY HIGH SCHOOL	4/4/2022	6/30/2022	LOA RTN (PD) FMLA/CFRA 4/4/22
CASALE	SARA	B	Teacher, Elementary	OAK RIDGE ELEMENTARY SCHOOL	6/2/2022	6/30/2022	ADMIN LOA (PD) RTN 6/2/22
EARHART	ANGELA CRYSTAL	A	Teacher, Spec Ed	SPECIAL EDUCATION DEPARTMENT	5/23/2022	6/30/2022	LOA 5/23/22
GRIFFITH	ARIKA	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	6/11/2022	6/30/2022	LOA (PD) RTN 6/11/22
HARRIS	KAYLA	A	Teacher, Elementary	FATHER K.B. KENNY - K-8	6/3/2022	6/30/2022	ADMIN LOA (UNPD) RTN 6/3/22
HILL	LISA	A	Program Specialist, Special Ed	SPECIAL EDUCATION DEPARTMENT	5/23/2022	6/30/2022	LOA (PD) FMLA/CFRA 5/23/22-6/30/22
LACHAPPELLE	KELLIE	A	Teacher, Spec Ed	ROSA PARKS MIDDLE SCHOOL	12/6/2021	6/30/2022	LOA RTN (PD) 12/6/22
MARTINEZ	STEPHANIE	C	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	5/16/2022	6/24/2022	LOA(PD) 5/16-6/24/22
RANZIERI	CARLENE	A	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	5/31/2022	6/30/2022	ADMIN LOA (PD) 5/31/22-6/30/22
WARREN	KAREN	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	4/11/2022	6/30/2022	LOA (PD) 4/11-6/30/22
RE-ASSIGN/STATUS CHANGE							
EVANS	JOANNA	B	Principal, K-8 School	JOHN H. STILL - K-8	5/6/2022	6/30/2022	REASSIGN/STCHG 5/6/22
GEURIN	LISA	A	Teacher, K-8	ROSA PARKS MIDDLE SCHOOL	7/1/2021	6/24/2022	
SEPARATE / RESIGN / RETIRE							
AGUIRRE	ELIZABETH	B	Principal, Elementary School	PETER BURNETT ELEMENTARY	3/4/2022	6/28/2022	SEP/RESIGN 6/28/22
BEUTLER	CAROLYN	A	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
CLEMENS	JENNIFER	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	7/30/2021	5/19/2022	SEP/RESIGN 5/19/22
DIEP	DIEN	A	Teacher, K-8	ROSA PARKS MIDDLE SCHOOL	7/1/2021	6/20/2022	SEP/RESIGN 6/20/22
FARINA	JUDITH	A	Principal, Elementary School	MATSUYAMA ELEMENTARY SCHOOL	7/1/2021	7/1/2022	SEP/RETIRE 7/1/22
JOHNSON	RYAN	A	Teacher, Resource, Special Ed.	GEO WASHINGTON CARVER	12/18/2021	5/19/2022	SEP/RESIGN 5/19/22
KITOWSKI	TERRI	A	Teacher, Elementary	CALEB GREENWOOD ELEMENTARY	7/1/2021	6/22/2022	SEP/RETIRE 6/22/22
LAZDOWSKI	MARIE	A	Teacher, Spec Ed	SAM BRANNAN MIDDLE SCHOOL	7/1/2021	5/19/2022	SEP/RESIGN 5/19/22
LINNANE	JANISE	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	7/1/2021	6/16/2022	SEP/RESIGN 6/16/22
MCFAIL JR	ROBERT	B	Teacher, Middle School	SUCCESS ACADEMY	3/31/2022	5/19/2022	SEP/RESIGN 5/19/22
REN	JING	A	Teacher, Elementary	WILLIAM LAND ELEMENTARY	7/1/2021	6/17/2022	SEP/RESIGN 6/17/22
LEAVES							
EARHART	ANGELA CRYSTAL	A	Teacher, Spec Ed	SPECIAL EDUCATION DEPARTMENT	5/23/2022	6/30/2022	LOA RTN/REA 5/23/22 TR FR 0540

Attachment 2: CLASSIFIED 6/23/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ACEVEDO VARGAS	ALMA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/23/2022	6/30/2022	EMPLOY PROB 5/23/22
CALDERON	MELISSA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/1/2022	6/30/2022	EMPLOY PROB 6/1/22
GONCALVES	SARA	B	Noon Duty	A. M. WINN - K-8	5/13/2022	6/30/2022	EMPLOY PROB 5/13/22
LEON GOVEA	ANGELICA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	5/18/2022	6/30/2022	EMPLOY PROB 5/18/22
PENA	LUPE	B	Noon Duty	PHOEBE A HEARST BASIC ELEM.	5/23/2022	6/30/2022	EMPLOY PROB 5/23/22
REYES SALAZAR	IXSA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	6/1/2022	6/30/2022	EMPLOY PROB 6/1/22
LEAVES							
FLORES	MARIA	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	4/17/2022	5/13/2022	AMEND LOA (PD) FMLA/CFRA 4/17/22-5/13/22
KUE	OMIE	A	Adm & Family Svcs Tech	ENROLLMENT CENTER	5/23/2022	6/28/2022	AMEND LOA (PD) FMLA/CFRA 5/23/22-6/28/22
LIGGINS	ESTHER	A	Inst Aid, Spec Ed	LEATAATA FLOYD ELEMENTARY	5/17/2022	6/30/2022	LOA (PD) ADMIN 5/17/22
MANSKER	CHARLES	A	Custodian	ETHEL PHILLIPS ELEMENTARY	5/11/2022	5/24/2022	AMEND LOA FMLA/CFRA 5/11-5/24/22
MANSKER	CHARLES	A	Custodian	ETHEL PHILLIPS ELEMENTARY	5/25/2022	6/30/2022	LOA RTN 5/25/22
SPEASE	DAWN	A	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	5/10/2022	6/30/2022	LOA (PD) ADMIN 5/10/22
TORIZ DE MEDINA	MARIA	A	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	6/1/2022	6/30/2022	LOA (UNPD) RTN 6/1/22
TORIZ DE MEDINA	MARIA	A	Career Information Technician	LUTHER BURBANK HIGH SCHOOL	6/1/2022	6/30/2022	LOA (UNPD) RTN 6/1/22
WRIGHT	MICHAEL	A	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	5/9/2022	6/16/2022	LOA (PD) 5/9-6/16/22
RE-ASSIGN/STATUS CHANGE							
BUSH	CIARA	B	Clerk I	JOHN H. STILL - K-8	5/13/2022	6/30/2022	REA/STCHG 5/13/22
CONNER	CHERESE	B	School Office Manager II	JOHN H. STILL - K-8	5/13/2022	6/30/2022	REA/STCHG 5/13/22
LOPEZ	MIKKO	B	Spclst, Attendance& Enrollment	ENROLLMENT CENTER	5/12/2022	6/30/2022	REA/STCHG 5/12/22
ROMERO	MARIELA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	5/31/2022	6/30/2022	REA/STCHG 5/31/22
STEELE	BERONICA	B	Inst Aid, Spec Ed	JOHN D SLOAT BASIC ELEMENTARY	5/10/2022	6/30/2022	REA/STCHG 5/10/22
VINSON	ESTY	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	6/17/2022	6/30/2022	REA/STCHG 6/17/22
SEPARATE / RESIGN / RETIRE							
GIBSON	LEONARD	A	Campus Monitor	SUCCESS ACADEMY	2/8/2022	5/5/2022	SEP/TERM 5/5/22
JACOBS	KHALEI	B	Campus Monitor	HIRAM W. JOHNSON HIGH SCHOOL	2/7/2022	5/10/2022	SEP/TERM 5/10/22
MEDINA	DESIREE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/1/2022	5/24/2022	SEP/TERM 5/24/22
MYERS	FRANCES	A	Inst Aid, Spec Ed	WILL C. WOOD MIDDLE SCHOOL	7/1/2021	6/15/2022	SEP/RESIGN 6/15/22
VASQUEZ	CAROLYN	A	Campus Monitor	ACCELERATED ACADEMY	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
WANGBERG	BENJAMIN	B	Accounting Specialist	ACCOUNTING SERVICES DEPARTMENT	2/1/2022	5/12/2022	SEP/RESIGN 5/12/22
TRANSFER							
RUIZ	GABRIELA	B	Custodian	WILL C. WOOD MIDDLE SCHOOL	5/20/2022	6/30/2022	ADMIN TR 5/20/22
VILLA	MARY	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	4/1/2022	6/17/2022	ADMIN TR 4/1/22
SESSIONS	LATASHA	A	Campus Monitor	SUCCESS ACADEMY	5/23/2022	6/30/2022	TR 5/23/22



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1c

Meeting Date: June 23, 2022

Subject: Donations to the District for the Period of May 1-31, 2022

- 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 May 1-31, 2022

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:

1. Donations Report for the period of May 1-31, 2022

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

BOTW AP - Bank of the West (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BW22-0001039	Posted	(4265) SMUD	7194	Check	05/12/22	00001060596			BOTW051822	Donations, SMUD Ck0000106	3,000.00
01-0812-0-8690-	-	-	-	-	-	0733-					3,000.00
BW22-0001047	Posted	(000664) FRONTSTREAM	7194	Check	05/16/22	3270308			BOTW051822	MATSUYAMA DONATION, FI	192.00
01-0812-0-8690-	-	-	-	-	-	0242-					192.00
BW22-0001059	Posted	(0151-2) LEONARDO DA VINCI K-	7195	Check	05/20/22	18117			BOTW052522	V. ELIAS-BERG OFFICE SUF	46.48
01-0812-0-8690-	-	-	-	-	-	0151-					46.48
BW22-0001060	Posted	(000685) SHUTTERFLY, LLC.	7195	Check	05/20/22	43961			BOTW052522	C.WENZEL DONATIONS,SHI	166.00
01-0812-0-8690-	-	-	-	-	-	0037-					166.00
BW22-0001070	Posted	SACRAMENTO SPAGHETTI RES	7195	Check	05/23/22	03861466			BOTW052522	WASHINGTON DONA, SAC S	173.83
01-0812-0-8690-	-	-	-	-	-	0379-					173.83

Total for Sacramento City Unified School District 3,578.31

Fund-Object Recap

01-8690	Donation Board Acknowledgement	3,578.31
Fund 01 - General Fund		3,578.31
Total for Sacramento City Unified School District		3,578.31

Org Recap

Sacramento City Unified School District

C - Check	3,578.31
Report Total	3,578.31

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 5/1/2022, Ending Receipt Date = 5/31/2022, User Created = N, Receipt Status = P, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

Page 1 of 1



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1d

Meeting Date: June 23, 2022

Subject: **Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of May 1-31, 2022**

- 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 May 1-31, 2022 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:

1. Warrants, Checks and Electronic Transfers – May 1-31, 2022

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

Warrants, Checks and Electronic Funds Transfers

May 2022

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97404767 - 97405687	921 items	\$ 17,417,570.17
		General (01)	\$ 13,995,238.65
		Charter (09)	\$ 99,972.48
		Adult Education (11)	\$ 71,457.25
		Child Development (12)	\$ 103,010.12
		Cafeteria (13)	\$ 1,845,488.33
		Building (21)	\$ 502,073.77
		Developer Fees (25)	\$ 1,620.00
		Self Insurance (67)	\$ 12,567.36
		Self Ins Dental/Vision (68)	\$ 756,265.27
		Payroll Revolving (76)	\$ 29,876.94
Alternate Cash Revolving Checks	00002116 - 00002125	10 items	\$ 15,162.07
		General (01)	
		Payroll Revolving (76)	\$ 15,162.07
Payroll and Payroll Vendor Warrants	97876875 - 97877958	1084 items	\$ 3,532,713.67
		General (01)	\$ 1,007,127.60
		Charter (09)	\$ 29,946.81
		Adult Education (11)	\$ 10,427.47
		Child Development (12)	\$ 23,182.92
		Cafeteria (13)	\$ 93,622.22
		Payroll Revolving (76)	\$ 2,368,406.65
Payroll ACHs and Payroll Vendor EFTs	ACH 01436295 - 01442011 EFT 00000094 - 00000095	5719 items	\$ 12,907,580.58
		General (01)	\$ 11,583,074.88
		Charter (09)	\$ 342,836.89
		Adult Education (11)	\$ 140,991.40
		Child Development (12)	\$ 307,478.80
		Cafeteria (13)	\$ 416,234.89
		Building (21)	\$ 37,731.55
		Self Insurance (67)	\$ 13,392.52
		Self Ins Dental/Vision (68)	\$ 5,143.75
		Payroll Revolving (76)	\$ 60,695.90
		County Wire Transfers for Benefit, Debt & Tax	9700349688 - 9700349697
General (01)			
Payroll Revolving (76)	\$ 1,217,480.89		
Total	7744 items		\$ 35,090,507.38



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1e

Meeting Date: June 23, 2022

Subject: Approve Update of Board Policy Titles and Numbers

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

Division: Legal Services

Recommendation: Move to adopt the recommend CSBA titles for the policies listed in the attachment to this item.

Background/Rationale:

Our district subscribes to GAMUT Policy Plus – a service provided by CSBA to help us update and maintain current school board policies. The program gives us access to 700 sample policies, regulations, bylaws and exhibits that are updated by CSBA on a regular quarterly basis. We also receive ongoing consulting services and a customized district website to host and manage our own district policies. CSBA has updated the program with a new technology platform has a built in translation feature, and uses a uniform codification system (e.g., policy numbering system) that allows us to search across CSBA’s sample policies and the adopted policies of more than 600 other districts in California, and enables CSBA to push updates directly to our site as drafts whenever updates are released. There is no additional cost for the new program and features.

As part of the transition to the new platform CSBA has identified policies that are unique to our district so they can be added to the codification system in GAMUT. This will allow us to keep our unique policies. In creating the list, CSBA identified several policies that are unique to our district, but are similar to existing CSBA sample policies. CSBA is recommending that we rename the policies to match the CSBA title in the codification system so we are alerted to updates that are likely to impact our unique policy. The only change will be to the title of policy.

Financial Considerations: None

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Policies updated title/number

Estimated Time of Presentation: N/A
Submitted by: Sheila Domondon, Office Assistant, Legal Services/Safe Schools
Approved by: Jorge A. Aguilar, Superintendent

These are policies that have a unique code and title for which CSBA does not have a comparable sample. The district is advised to review the policy to determine if they want to keep it. These policies will not be regularly reviewed or updated by CSBA. These policies with unique codes and titles should be placed on the agenda as an information item. No board action is required.

Type	Current Policy Number	DISTRICT TITLE	New Title for GAMUT Policy Plus	New Policy Number	NOTES
BP	420.2	School Improvement Program	^School Improvement Program	420.21	
BP	420.3	School-Based Student Motivation And Maintenance Program	^School-Based Student Motivation And Maintenance Program	420.3	
BP	1020	Youth Services	^Youth Services	1020	
BP	1300	Civility Policy	^Civility Policy	1313.01	
BP	1312	Complaints Concerning The Schools	^Complaints Concerning The Schools	1312	
BP	1340	Access To District Record	Access To District Records	1340	
BP	2122	Superintendent Of Schools: Responsibilities And Duties	Superintendent Of Schools: Responsibilities And Duties	2122.01	
BP	2123	Evaluation Of The Superintendent	^Evaluation Of The Superintendent	2123	
BP	2250	Teacher-In-Charge/Principal's Designee	^Teacher-In-Charge/Principal's Designee	2250	
AR	3312.11	State Allocation Board Contracts	^State Allocation Board Contracts	3312.11	
BP	3315	Relations With Vendors	^Relations with Vendors	3315	
AR	3515.1	Crime Data Reporting	^Crime Data Reporting	3515.1	
AR	4031	Complaints Concerning Discrimination In Employment	^Complaints Concerning Discrimination In Employment	4031	
AR	4113.4	Temporary Modified/Light-Duty Assignment	Temporary Modified/Light-Duty Assignment	4113.4	
BP	4117.12	Retirement Consultancy Contracts	^Retirement Consultancy Contracts	4117.12	
AR	4117.4	Dismissal	^Dismissal	4117.4	
AR	4131.5	Professional Growth	^Professional Growth	4131.5	
BP	4131.5	Professional Growth	^Professional Growth	4131.5	
BP	4137	Tutoring	^Tutoring	4137	
AR	4213.4	Temporary Modified/Light-Duty Assignment	Temporary Modified/Light-Duty Assignment	4213.4	
BP	5132.1	Uniform Policy For Choosing A Mandatory Uniform	^Uniform Policy For Choosing A Mandatory Uniform	5132.14	
BP	5141.1	Accidents	^Accidents	5141.1	
BP	5141.41	Child Abuse Prevention	^Child Abuse Prevention	5141.41	
BP	5142.3	Student Use Of Bicycles	^Student Use Of Bicycles	5142.3	
BP	5145.1	Privacy	^Privacy	5145.1	
BP	5145.4	Anti-Bullying	^Anti-Bullying	5145.10	
AR	5149	At-Risk Students	^At-Risk Students	5149	
BP	5149	At-Risk Students	^At-Risk Students	5149	
BP	6030	Integrated Academic And Vocational Instruction	^Integrated Academic and Vocational Instruction	6178.3	
BP	6118	Weather-Related Schedules	^Weather-Related Schedules	6118	
BP	6141.6	Multicultural Education	^Multicultural Education	6141.6	
BP	6145.3	Publications	^Publications	6145.3	
BP	6146.12	Pathways Toward Graduation	^Pathways Toward Graduation	6146.01	
AR	6159.2	Nonpublic Nonsectarian School And Agency Services For Special Education	Nonpublic, Nonsectarian School And Agency Services For Special Education	6159.2	
AR	6161	Equipment, Books And Materials	^Equipment, Books and Materials	6161	
BP	6161	Equipment, Books And Materials	^Equipment, Books and Materials	6161	
BP	6161.3	Toxic Art Supplies	^Toxic Art Supplies	6161.3	
AR	6161.4	Classroom Equipment And Supplies	^Classroom Equipment And Supplies	6161.4	
BP	6161.4	Classroom Equipment And Supplies	^Classroom Equipment And Supplies	6161.4	
AR	6162.7	Use Of Technology In Instruction	^Use Of Technology In Instruction	6162.7	
BP	6162.7	Use Of Technology In Instruction	^Use Of Technology In Instruction	6162.7	
AR	6182	Opportunity School/Class/Program	^Opportunity School/Class/Program	6182	
BP	6182	Opportunity School/Class/Program	^Opportunity School/Class/Program	6182	
BP	7212	Mello Roos Districts	Mello-Roos Districts	7212	
B	9271	Code Of Ethics	^Code of Ethics	9271	
B	9300	Governance	^Governance	9300	
B	9321.1	Closed Session Actions And Reports	^Closed Session Actions And Reports	9321.1	
AR	4112.62-R(1)	Maintenance Of Criminal Offender Records	^Maintenance of Criminal Offender Records	4112.62	
AR	4117.12-R(1)	Retirement Consultancy Contracts	^Retirement Consultancy Contracts	4117.12	
AR	4212.22-R(1)	Staff Teaching Students Of Limited English Proficiency	^Staff Teaching Students Of Limited English Proficiency	4212.22	
AR	4212.62-R(1)	Maintenance Of Criminal Offender Records	^Maintenance of Criminal Offender Records	4212.62	
AR	4312.62-R(1)	Maintenance Of Criminal Offender Records	^Maintenance of Criminal Offender Records	4312.62	
AR	4317.12-R(1)	Retirement Consultancy Contracts	^Retirement Consultancy Contracts	4317.33	
AR	4317.3-R(1)	Personnel Reduction	^Personnel Reduction	4317.3	
AR	5111.11-R(1)	Residency Of Students With Caregiver	^Residency Of Students With Caregiver	5111.11	
AR	5132.1-R(1)	Uniform Policy For Choosing A Mandatory Uniform	^Uniform Policy For Choosing A Mandatory Uniform	5132.14	
AR	5145.4-R(1)	Anti-Bullying	^Anti-Bullying	5145.10	
AR	6030-R(1)	Integrated Academic And Vocational Instruction	^Integrated Academic and Vocational Instruction	6178.3	

AR	6146.12-R(1)	Pathways Toward Graduation	^Pathways Toward Graduation	6146.01	
B	9002-B	Constituent Services	^Constituent Services	9002.1	
BP	4317.12	Retirement Consultancy Contracts	^Retirement Consultancy Contracts	4317.12	
AR	4313.4	Temporary Modified/Light-Duty Assignment	Temporary Modified/Light-Duty Assignment	4313.4	
AR	5117.1	Interdistrict Attendance Agreements	^Interdistrict Attendance Agreements	5117.1	
BP	3514.2	Rideshare Program	^Rideshare Program	3544.3	
BP	5131.2	Use Of Electronic Signaling Devices	^Use Of Electronic Signaling Devices	5131.21	
AR	5141.23	Infectious Disease Prevention	^Infectious Disease Prevention	5141.29	
BP	5141.23	Infectious Disease Prevention	^Infectious Disease Prevention	5141.29	
AR	6142.2	AIDS Prevention Instruction	^AIDS Prevention Instruction	6142.02	
BP	6142.2	AIDS Prevention Instruction	^AIDS Prevention Instruction	6142.02	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1f

Meeting Date: June 23, 2022

Subject: Approve Staff Recommendations for Expulsion #8, 2021-22

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

Division: Student Hearing and Placement Department

Recommendation: Approve staff recommendation for Expulsion #8, 2021-22.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): College, Career and Life Ready Graduates

Documents Attached:
None

<p>Estimated Time of Presentation: N/A Submitted by: Doug Huscher, Assistant Superintendent, Student Support Services Stephan Brown, Director II Approved by: Jorge A. Aguilar, Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1g

Meeting Date: June 23, 2022

Subject: Approve Minutes of the May 11, 2022, Board of Education Special Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes of the May 11, 2022, Board of Education Special Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the May 11, 2022, Board of Education Special Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: N/A</p>



Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION SPECIAL MEETING

Board of Education Members

Christina Pritchett, President (Trustee Area 3)
Leticia Garcia, Vice President (Trustee Area 2)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Lisa Murawski (Trustee Area 1)
Jamee Villa (Trustee Area 4)
Darrel Woo (Trustee Area 6)
Lavinia Grace Phillips (Trustee Area 7)
Jacqueline Zhang, Student Member

Wednesday, May 11, 2022
7:00 p.m.

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

MINUTES 2021/22-34

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 7:15 p.m. by President Pritchett, and roll was taken.

Members Present:

*President Christina Pritchett
Vice President Leticia Garcia
Second Vice President Chinua Rhodes
Lisa Murawski
Lavinia Grace Phillips
Darrel Woo*

Members Absent:

*Jamee Villa
Student Member Jacqueline Zhang*

2.0 PUBLIC COMMENT FOR AGENDA ITEMS ONLY

None

3.0 CLOSED SESSION

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

*3.1 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA
SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management
(District Representative Pam Manwiller)*

4.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

- 4.1 *Adopt Resolution No. 3270: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Classified Layoffs (Cancy McArn)* **Action**

Chief Human Resources Officer Cancy McArn presented. She went over the budget development staffing process and timeline.

Public Comment: None

Board Comments:

Member Phillips asked to clarify that Special Education employees receive notices stating that they are being reassigned. Ms. McArn said that is one of the categories for reassignment. She said some employees are being reassigned and some reduced. Member Phillips said she is hearing there is not an active opportunity for employees to apply for something different until August. Ms. McArn asked if perhaps she is speaking of Certificated employees, as all employees can apply for any posted position if they feel they are qualified. Member Phillips asked if there are Special Education Technicians on the list. It was confirmed that there is one.

Vice President Garcia asked how employees listed in Attachment C were identified and why this happens outside of funding. Ms. McArn explained that layoffs or reductions are due to lack of work or lack of funds. She also explained the identification process for Classified employees, which includes looking at seniority dates, time in position, and title, fte and calendar of position. She also explained what external factors could cause layoffs or reductions to be rescinded. Vice President Garcia then asked what role enrollment increase, increased funding, and attrition would have. Ms. McArn explained the process of rescindment notices.

Member Woo made a motion to approve the resolution, and Member Murawski seconded. The motion passed 6-0 with Member Villa absent.

5.0 ADJOURNMENT

The Board reconvened into Closed Session. They adjourned out of Closed Session at 9:31 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 24 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 24 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47th Avenue at the Front Desk Counter and on the District's website at www.scusd.edu



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1h

Meeting Date: June 23, 2022

Subject: Approve Minutes of the May 19, 2022, Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes of the May 19, 2022, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the May 19, 2022, Board of Education Special Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: N/A</p>



BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Christina Pritchett, President (Trustee Area 3)
Leticia Garcia, Vice President (Trustee Area 2)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Lisa Murawski (Trustee Area 1)
Jamee Villa (Trustee Area 4)
Darrel Woo (Trustee Area 6)
Lavinia Grace Phillips (Trustee Area 7)
Jacqueline Zhang, Student Member

Thursday, May 19, 2022

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

MINUTES

2021/22-35

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:31 p.m. by President Pritchett, and roll was taken.

Members Present:

*President Christina Pritchett
Vice President Leticia Garcia
Second Vice President Chinua Rhodes
Darrel Woo*

Members Absent:

*Lisa Murawski (arrived during Closed Session)
Lavinia Grace Phillips
Jamee Villa
Student Member Jacqueline Zhang arrived at 6:30 p.m. for Open Session.*

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 (Three Potential Cases)*
- b) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case 2022020346)*

3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*

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

4.0 CALL BACK TO ORDER / PLEDGE OF ALLEGIANCE

4.1 *The Pledge of Allegiance*

4.2 *Broadcast Statement*

4.3 *Stellar Students – the following students from the School of Engineering and Sciences were introduced by Board Member Woo: Senior Lailoni Street, 8th Grader Megdelaweet “Maggie” Kemper, and 8th Grader Christobal Trujillo Montiel.*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

None

6.0 AGENDA ADOPTION

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Member Woo and seconded by Second Vice President Rhodes. The Board voted unanimously to adopt the agenda, with Members Phillips and Villa absent.

7.0 PUBLIC COMMENT

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

Public Comment:

Taylor Kayatta

Maria Mar

Sgt. Major Javier Esparza

Steven Painter

Phil Magreery

Jody Bone
Ed Fecbe
Terrence Gladney
The following support keeping the indoor mask mandate:
Fonda Trimble
Crystal Strait
Natasha Minsker
Julie Blake
Marie Hoffman
Patricia Chadwick
Kimberly Ericksen
Janine
Sontine Kalba
Rebecca Marcus
Chris Davis
Jamie Canaday
Jerry Lee
Kirsten Boyd
Jana Bittinger
Arielle Rodriguez
Jennifer Chikasawa
Susan Rabinovitz
Lysa Twardosz
Shawnda Westly
Christine Muniz
Ellen Yin-Wycoff
Jessica Roberts Pearson
Anne Shaver
Andrea Pantoja Garvey
Joshua Lurie-Terrell
Erin Gottis
Teri St. Clair
Christopher Williams
Jennifer Chikasawa
Matt Van Zandt
Emily Woolford
Holly Gibson
Tracie Pillows
Christine Muniz
Caroline Nasella
Cassandra Hoff
Mukesh Sahu
Kevin Smith
Fonda Trimble
Chris Williams
Nancy Fitzpatrick
Mayra Lopez
Suzanne Ho
Darra Henigan

*Harrison Hernandez
Kristin Stout
Justine Hearn
Amber Gonzalez
Caroline Nasella
Janice Matsumoto
Darra Henigan
Brenda Borge
Joshua Clark
Jen Bauer
Plus an additional 630 parents and community members submitted*

8.0 SPECIAL PRESENTATION

8.1 Resolution No. 3273: Recognition of Asian American and Pacific Islander Heritage Month (Mark Carnero, Jacqueline Zhang, and the Student Advisory Council)

Action

Youth Development Support Services Specialist Mark Carnero and Student Board Member Jacqueline Zhang presented the resolution.

*Public Comment:
None*

Board Comments:

Member Murawski motioned to pass the resolution, and Member Woo seconded. The motion passed 5-0 with Members Phillips and Villa absent.

8.2 Resolution No. 3275: Recognition of Sex-Ed for All Month (Mark Carnero, Jacqueline Zhang, and the Student Advisory Council)

Action

Youth Development Support Services Specialist Mark Carnero and Student Board Member Jacqueline Zhang presented the resolution.

*Public Comment:
Terrence Gladney*

Board Comments:

Member Murawski thanked the presenters and motioned to approve the resolution.

Vice President Garcia thanked Student Member Zhang for bringing this resolution forward. She seconded the motion to approve.

President Pritchett asked if there is information regarding human trafficking in the current sex education curriculum. Assistant Superintendent of Curriculum and Instruction Erin Hanson answered that there is information on human trafficking in the high school materials. President Pritchett asked in which grade sex education starts. Ms. Hanson said the state mandate is that sex education start in middle school. The District has a comprehensive sex education curriculum for K-6, but it is elective for teachers. President Pritchett asked if there is any talk of adding human trafficking into the middle school curriculum. Ms. Hanson replied said she will follow up on this question.

The resolution was approved 5-0, with Members Phillips and Villa absent.

8.3 Safety Update (Ray Lozada)

Information

Safe Schools Director Ray Lozada presented. He went over phase I of the District-led safety and intervention team, a re-imagined task force definition of “school safety”, re-imagined school safety task force recommendations, 2021-22 school year structure, safety considerations, District-led safety and intervention response, school administrator guidance, emergency and crisis vs. non-emergency, student support services, campus lead monitors, safety officers, community-based organization, the Safety Schools Department organizational chart, coordination at Hiram Johnson High School, Crisis Prevention Institute training, and phase II of safety considerations.

*Public Comment:
Terrence Gladney
Maria Rodriguez*

Board Comments:

President Pritchett asked for clarification on District security services. Mr. Lozada responded that those services are still under the Facilities Department. President Pritchett was surprised, and she said she would like a board communication as to why security services are not under the Safety Department. She then asked for clarification on response protocols. Mr. Lozada explained that being prepared includes students among

all others. President Pritchett asked for examples of emergency and crisis response. Mr. Lozada explained that cohesion is being built to frame what school sites would need to do in particular situations. President Pritchett asked, if a nude picture of a student were sent to multiple students, what would happen. Mr. Lozada responded that it would be reported to police, as it is potentially a crime. He went over other examples as well. President Pritchett asked who is doing training for the safety officers. She also asked who is handling fingerprinting of community-based organizations. Mr. Lozada answered that this is an opportunity to see what the training will look like. President Pritchett asked if Mr. Lozada feels he has the help that he needs to build a team and beyond into the school sites. He said yes, as the positions he needs have been posted. President Pritchett asked the Superintendent and Mr. Lozada to explore all options that would enter into a partnership with the Sacramento Police Department and the Sacramento Sheriff's office that, at the same time, abides by the passed school safety re-imagine resolution.

Member Murawski said she would also like to know about the relationship with the Sacramento Police Department and response times. She asked if safety officers will be able to go off campus, and particularly outside of school hours. Mr. Lozada replied and spoke of limits to the geographic area of responsibility. Member Murawski asked what kind of evidence-based systems the District has regarding preventative measures. Mr. Lozada said that comes through departments working together when issues are raised at a school site, but most can be dealt with through relation and engagement.

Second Vice President Rhodes noted that there are families and students that would be fearful if there are School Resource Officers or police on campus or in the parking lot. He asked for a timeline of the hiring process and when the positions will be filled. Mr. Lozada said the first positions filled will be a coordinator and five safety officers. The timeline for these to be through the process is June 16. Ten lead campus monitor positions will also be posted and filled sometime after that. Therefore, the first positions will be filled by the time school starts in the fall. Second Vice President Rhodes said he would like to have opportunities with communities before any contract is made with the Sacramento Police Department or the Sacramento Sheriff's office. President Pritchett clarified that her request was to have the Sacramento Police Department and/or the Sacramento Sheriff's office only in the school site surrounding area and not on campus.

Vice President Garcia asked how many additional adults will be at a school site. She asked if it will be a safety officer and two lead campus monitors at a comprehensive high school. Mr. Lozada said yes, in addition to positions that are already at the school. Vice President Garcia said she feels this is not enough. She asked how many positions the schools requested. Mr. Lozada explained that it is a priority to fill current vacancies in addition to the additional positions being posted. He noted that some adjustments to original numbers had to be made due to budgets and funding. Vice President Garcia asked the Superintendent for information regarding staffing up, in light of the fact that schools have different budget scenarios.

Student Member Zhang said that, as a student, she hears from other students (often on social media) about being harassed by other students. She said she has often encountered names that potentially are predators and asked if there is anything that can be done about cases where there is no tangible evidence. Mr. Lozada said the first step is in making adults aware. Student Member Zhang said that often students do communicate with other students, but are not comfortable reporting to adults, especially when sexual assault is involved. Mr. Lozada said, again, the adults have to be made aware and absolutely prioritize students welfare once made aware. He also explained the WeTip resource for reporting. President Pritchett said she would work with the Student Advisory Council on promoting WeTip.

Member Woo asked about meetings with community based organizations. Mr. Lozada reported on the meetings.

President Pritchett asked what is the District's responsibility once a student leaves school and before they get home. Mr. Lozada said the District's responsibility is to make sure there are safe routes home. If there are any negative occurrences before a student returns home, the District investigates it.

9.0 COMMUNICATIONS

9.1 Employee Organization Reports:

Information

- SCTA

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 Third Interim Financial Report, 2021-22 (Rose Ramos)

Action

Chief Business Officer Rose Ramos, Assistant Superintendent of Business Services Adrian Vargas, and Director of Accounting Jesse Castillo presented. The team went over financial reporting requirements and the District's fiscal status, 2021-22 third interim budget changes since the second interim, multi-year projections, the budget calendar, and May revise.

*Public Comment:
Terrence Gladney*

Board Comments:

Vice President Garcia asked how transitional kindergarten will offset declining enrollment. Ms. Ramos said this will be addressed in a future presentation.

Member Murawski commented that one-time dollars must be used to try and increase enrollment. She would like this to be built into the budget that will be brought back for the upcoming fiscal year.

Superintendent Aguilar thanked the team, and he mentioned the clause in his contract relating to the Consumer Price Index. He said this clause has not been implemented and asked that the clause be removed.

Member Woo moved to approve this item, and Vice President Garcia seconded. The motion passed 5-0 with Members Phillips and Villa absent.

*10.2 Proposed Plan to Implement Assembly Bill 130: Universal Pre-Kindergarten and Transitional Kindergarten
(Christine Baeta and Tu Moua)*

Information

The presentation was given by Chief Academic Officer Christine Baeta, Instructional Assistant Superintendents Tu Moua, Tuan Duong, and Aprille Shafto along with staff from the following departments: Child Development, Multilingual, Special Education, Facilities and Operations, Business Services, Human Resources, Communications, and Youth Development. They presented focus areas and recommendations per the California Department of Education Planning Grant template, how preschool through third grade, universal prekindergarten, and transitional kindergarten fit together, Assembly Bill 130, a phase-in cycle for transitional kindergarten, the transitional kindergarten sites, community engagement, early learning and care department models, benefits, a whole child approach to curriculum, instruction and assessment, components of

curriculum, instruction and assessments, multilingual literacy supports, expanded learning for transitional kindergarten students, legal mandates and credentialing, facilities and operations, recruitment and retention efforts, communication, and next steps.

*Public Comment:
Taylor Kayatta*

Board Comments:

President Pritchett asked if parents can choose how long students stay. Director of Youth Development Manpreet Kaur said yes. Ms. Baeta added that the parent participation model for pre-school will not be changed.

Vice President Garcia thanked the presenters for their comprehensive update. She said the implementation can be accelerated to a shorter than four year period. She asked if the goal is to make half day programs full day. Ms. Baeta said that is correct. Vice President Garcia said she will advocate to have transitional kindergarten at as many sites as possible. She said it would be helpful to get information on where it would be feasible to expand based on facilities. She also mentioned Measure H, in which funds were set aside for these classrooms. Director of Facilities Chris Ralston spoke of options and the plan for Measure H. Vice President Garcia spoke of possible state dollars as well. She also said she is happy about opportunities for staff if they want to transition to a certificated position.

Second Vice President Rhodes said he feels dual immersion transitional kindergarten would be a good idea.

Member Murawski said she liked the idea of more traditional communication, such as mail. She also said investing one-time funds in transitional kindergarten is a great opportunity.

10.3 Resolution No. 3272: To Adopt Professional Experience Qualifications to Teach Transitional Kindergarten for the 2022-2023 School Year (Cancy McArn)

Action

The resolution was presented by Human Resources Directors Nanci Rose, Tiffany Smith-Simmons, and Christina Villegas. The team went over recruitment and retention efforts, key points of the resolution, and next steps.

Public Comment:

None

Board Comments:

Member Garcia asked if the resolution will make it easier to qualify. The teams said that is correct.

Member Woo motioned to approve the resolution, and Vice President Garcia seconded. The motion passed 5-0 with Members Phillips and Villa absent.

President Pritchett asked for a motion to extend the meeting to 11:00 p.m. A motion was made by Member Woo and seconded by Vice President Garcia. The motion passed 5-0 with Members Phillips and Villa absent.

*10.4 Summary of Educational Partner Input to the LCAP
(Steven Ramirez-Fong)*

Information

LCAP/SPSA Coordinator Steven Ramirez-Fong presented. He went over engagement of educational partners, key contributors and sources, emergent themes, personalized educational experience with individual supports and options for students, recruitment, retention and development of talent, equitable access to programs and resources, early education for strong foundation building, representation, diversity and anti-racism, community partnerships, themes from last year's process, impact of input, a general status update, and next steps.

Public Comment:

Terrence Gladney

Board Comments:

Member Rhodes commented about the importance of having the arts and sports in school.

Vice President Garcia elevated that the State Board of Education yesterday approved the first round of grants for community schools. Sacramento City received \$9.5 million dollars. She said it is important to make sure all District schools have mental health supports, and she asked the Superintendent to provide the cost to have a full-time mental health provider at each school site. She said she would like to understand and see more clearly LCAP needs and where that is in the budget.

Member Murawski brought up vacancies and commented that having a teacher in the classroom is foundational. She would like to see a strategy for this spelled out in the LCAP.

Vice President Garcia would like an update on what there is in the District regarding Career and College opportunities. Also, she would like an update on what community schools look like and who the District's internal and external partners are.

11.0 CONSENT AGENDA

Action

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.

11.1 Items Subject or Not Subject to Closed Session:

- 11.1a 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 (Rose F. Ramos)*
- 11.1b Approve Personnel Transactions (Cancy McArn)*
- 11.1c Approve Donations to the District for the Period of April 1 - 30, 2022 (Rose Ramos)*
- 11.1d Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of April 1 – 30, 2022 (Rose Ramos)*
- 11.1e Approve Resolution No. 3269: Delegating Duty to Accept Bids and Award Construction Contracts (Rose Ramos)*
- 11.1f Approve Resolution No. 3274: Naming District Representatives for School Facilities Program and Division of the State Architect (Rose Ramos)*
- 11.1g Approve Sutter Middle School Field Trip to Washington, D.C. and New York, New York from June 17 to June 22, 2022 (Christine Baeta and Chad Sweitzer)*
- 11.1h Approve Sutter Middle School Field Trip to Washington, D.C., Gettysburg, Pennsylvania, and Williamsburg, Virginia from June 18 to June 23, 2022 (Christine Baeta and Chad Sweitzer)*
- 11.1i Approve C. K. McClatchy High School Field Trip to Washington, D.C. from May 27 to May 30, 2022 (Christine Baeta and Chad Sweitzer)*
- 11.1j Approve Minutes of the April 21, 2022, Board of Education Meeting (Jorge A. Aguilar)*
- 11.1k Approve Expanded Learning Opportunities Program Plan (Manpreet Kaur)*

Terrence Gladney gave public comment on Item 11.1b.

President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Member Woo and seconded by Vice President Garcia. The Board voted unanimously to adopt the Consent Agenda 5-0 with Members Phillips and Villa absent.

12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

12.1 Business and Financial Information:

- *Purchase Order Board Report for the Period of March 15, 2022, through April 14, 2022 (Rose Ramos)*

President Pritchett received the Business and Financial Information/Reports.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *June 9, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *June 23, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

14.0 ADJOURNMENT

President Pritchett asked for a motion to adjourn the meeting; a motion was made by Member Murawski and seconded by Member Woo. The motion was passed unanimously 5-0, and the meeting adjourned at 10:53 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1i

Meeting Date: June 23, 2022

Subject: Approve Minutes of the June 6, 2022, Board of Education Special Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes of the June 6, 2022, Board of Education Special Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the June 6, 2022, Board of Education Special Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: N/A</p>



Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION SPECIAL MEETING

Board of Education Members

Christina Pritchett, President (Trustee Area 3)
Leticia Garcia, Vice President (Trustee Area 2)
Chinua Rhodes, Second Vice President (Trustee Area 5)
Lisa Murawski (Trustee Area 1)
Jamee Villa (Trustee Area 4)
Darrel Woo (Trustee Area 6)
Lavinia Grace Phillips (Trustee Area 7)
Jacqueline Zhang, Student Member

Monday, June 6, 2022
4:45 p.m.

Serna Center
5735 47th Avenue
Sacramento, CA 95824
(See Notice to the Public Below)

MINUTES 2021/22-37

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:46 p.m. by President Pritchett, and roll was taken.

Members Present:

President Christina Pritchett
Vice President Leticia Garcia
Second Vice President Chinua Rhodes
Lisa Murawski
Lavinia Grace Phillips
Jamee Villa
Darrel Woo

Members Absent:

Student Member Jacqueline Zhang

2.0 PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

None

3.0 CLOSED SESSION

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

- 3.1 *Government Code 54956.9 – Conference with Legal Counsel:*
 - (a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)*
 - (b) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2022020346)*

- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*

- 3.3 *Government Code 54957—Public Employee Performance Evaluation*
 - (a) *Superintendent*

4.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Council Anne Collins announced that the Board approved two separate settlement agreements related to Special Education Services each by a vote of 5-0 with Members Rhodes and Murawski absent. Also, the Board approved a Special Education settlement agreement identified as OAH Case No. 2022020346 by a vote of 6-0 with Member Murawski absent.

5.0 ADJOURNMENT

The Board adjourned out of Closed Session at 9:42 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public portion of the special Board meeting, please contact the Board of Education Office at (916) 643-9314 at least 8 hours before the scheduled Board of Education special meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)]



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1j

Meeting Date: June 23, 2022

Subject: **Approve Resolution No. 3276: Hiram Johnson High School Athletic Improvements Mitigated Negative Declaration (MND)**

- 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: Receive for review the Mitigated Negative Declaration (MND), including the public comments received, and the Mitigation Reporting Program (MRP) for the Hiram Johnson High School Athletic Improvements project. The California Environmental Quality Act (CEQA) requires the adoption of such a resolution for the athletic field improvements. Resolution No. 3276 is attached which approves the MND and mitigation measures included in the MRP.

Background/Rationale: The Hiram Johnson Athletic Improvements is the second phase of the athletic field improvements that took place in 2019. Proposed work will improve athletic field safety and optimal field use. The project will include the following upgrades to the football field stadium:

- Replacement of older bleachers,
- Installation of permanent stadium lights, and
- Add a concession stand.

The project will also include the following upgrades to the remaining ball field area:

- Leveling and re-seeding of the current ballfields and surrounding turf,
- Installation of new dugouts,
- Addition of equipment storage,
- Installation of fencing and netting to catch errant balls, and
- Addition of a golf practice area.

The proposed project is subject to review under CEQA. For every non-exempt public project, CEQA generally requires the Lead Agency to prepare an Initial Study in order to determine the level of environmental review that is required for CEQA compliance. If the Initial Study indicates that the project will not result in significant environmental impacts, the Lead Agency may adopt a “negative declaration” rather than preparing a full Environmental Impact Report (Pub. Res. Code

Section 21080 (c)). If the Initial Study reveals substantial evidence that significant environmental impacts might occur, but also identifies mitigation measures that reduce those impacts to a level of less than significant, the lead agency may satisfy CEQA obligations with a “Mitigated Negative Declaration” (Pub. Res. Code Section 21064.5 & Section 21080 (d)).

Consistent with this process, an Initial Study was prepared which determined that the proposed project may result in significant environmental impacts, but that the mitigation measures would reduce those impacts to a level of less than significant. Therefore, a Mitigated Negative Declaration (MND) was prepared. In compliance with CEQA Guidelines 15072 & 15073, the District provided notice of and circulated the MND for public review. The Notice of Availability was published in the Sacramento Bee and mailed to residents immediately adjacent to the Hiram Johnson athletic fields at 6879 14th Ave.

The District received four (4) letters of comment which are included in the attached Summary of Comments for the Board’s review. Of these three (3) letters were received from neighbors adjacent from the site and one (1) of the letters was received the Central Valley Water Quality Control Board. None of these letters raised an issue related to the adequacy of the MND under CEQA.

The MND, the Appendices, and the Mitigation Reporting Program (MRP) represents the proposed final environmental document for the Project. The approval of Resolution No. 3276 will approve the MND, and adopt the MRP which will satisfy the District’s obligation under CEQA and is a prerequisite to final District approval of the Project.

Financial Considerations: None.

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Resolution No. 3276
2. Mitigated Negative Declaration for the Hiram Johnson High School Athletic Improvements and Technical Appendix for MND Link: <https://www.scusd.edu/mnd-hjhs-sports>
3. Mitigation Reporting Program
4. Public Comments and Responses

Estimated Time of Presentation: N/A

Submitted by: Rose F. Ramos, Chief Business & Operations Officer
Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION NO. 3276**

**RESOLUTION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ADOPTING THE MITIGATED NEGATIVE DECLARATION AND APPROVING THE
MITIGATION REPORTING PROGRAM FOR HIRAM JOHNSON HIGH SCHOOL
ATHLETIC IMPROVEMENTS PROJECT**

WHEREAS, the Board of Education (“Board”) of the Sacramento City Unified School District (the "District") has received a Mitigated Negative Declaration/Initial Study (“MND”) dated May 7, 2022, prepared for the Hiram Johnson High School Athletic Improvements (“Project”) in accordance with the California Environmental Quality Act (“CEQA”) (Public Resources Code [PRC] Section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations [CCR] Section 15000 et seq.);

WHEREAS, the Project consists of improving athletic field safety and optimal field use for students on the site;

WHEREAS, on the basis of the initial study (“IS”), the District has determined that there will not be significant environmental effects in this case because revisions in the proposed Project, in the form of mitigation measures, were made by the project proponent (the District) prior to the release of the document for public review, and will avoid the effects or mitigate the effects to a less than significant level making the preparation of a MND appropriate;

WHEREAS, on May 10, 2022, the District published the Notice of Availability and Intent to Adopt the MND in the Sacramento Bee;

WHEREAS, on May 9, 2022, the District posted the Notice of Availability and Intent to Adopt the MND and the MND in its entirety on the District’s website;

WHEREAS, on May 10, 2022, the District also filed a Notice of Completion with the State Clearinghouse allowing the State to circulate copies of the MND to any affected State agencies for comment;

WHEREAS, the public comment period on the MND commenced on May 11, 2022, and ended on June 9, 2022, following said notice to the public and all public agencies;

WHEREAS, the District received four (4) written comments on the MND from the public and reviewing public agencies during the public review period and any comment that raised an issue related to the adequacy of the environmental document was responded to;

WHEREAS, such comments and responses thereto have been incorporated into the MND through a Summary of Comments;

WHEREAS, all actions required to be taken by applicable law relating to the preparation, circulation, and review of the MND have been taken;

WHEREAS, the Board has reviewed and considered the MND (including the Appendices, the Summary of Comments and Responses) and has evaluated and considered the comments received from persons who have reviewed the MND and any written responses thereto;

WHEREAS, the Board has reviewed and considered the mitigation measures identified in the MND and listed in the Mitigation Reporting Program (“MRP”) set forth in Attachment 3; and

WHEREAS, the facts and findings regarding the Project set forth in this Resolution are supported by substantial evidence in the administrative record and by the MND; and

WHEREAS, the MND has identified all significant environmental effects of the Project and all significant and known potentially significant impacts; and

WHEREAS, the MND has described reasonable mitigation measures that will reduce potentially significant impacts to less than significant; and

WHEREAS, the MND reflects the Board’s independent judgment and analysis on the potential for environmental impacts from the Project

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education at the meeting held on June 23, 2022 the following:

SECTION 1: The foregoing recitals are true and correct and made part of this Resolution.

SECTION 2: For every non-exempt public project, the California Environmental Quality Act (“CEQA”) generally requires the lead agency to prepare an initial study in order to determine the level of environmental review required for CEQA compliance. If the initial study indicates that the project will not result in significant adverse environmental impacts, the lead agency may adopt a “negative declaration” (Pub. Res. Code § 21080(c)). If the initial study reveals substantial evidence that significant environmental impacts might occur, but also identifies mitigation measures that reduce those impacts to a level of less than significant, the lead agency may satisfy CEQA obligations with a “Mitigated Negative Declaration” (Pub. Res. Code §§ 21064.5 & 21080(d)).

SECTION 3: As set forth in the Recitals, in compliance with CEQA, the District prepared the MND and circulated it for public review.

SECTION 4: The Board hereby certifies that all comments received in response to the MND and responses thereto have been considered by the Board, which comments and responses are included in the Summary of Public Comment. Further, for the purposes of CEQA and the findings set forth herein, the record of proceedings for the District decision on the Project includes, but is not limited to all information in the administrative record including but not limited to the MND, all public notices related to the Project; all comments submitted by any agencies and members of the public; all reports, studies memoranda (excluding confidential memoranda) and other documents relevant to the Project prepared by the District; the District’s consultants, or responsible or trustee agencies with respect to the District compliance with the

requirements of CEQA and with respect to the District's action on the Project; any documentary or other evidence submitted to the District at public meetings or hearings related to the Project; and matters of common knowledge to the District. The materials in the record are located at and available upon request at the District office.

SECTION 5: The MND for the Project has been completed and is in compliance with the provisions of CEQA, with State and local Guidelines implementing CEQA, and all other applicable laws and regulations.

SECTION 6: In accordance with CEQA, the Board determines that the findings made in the MND with respect to the potential environmental impacts of the Project and the proposed mitigation measures are complete and accurate and hereby incorporates such findings of the MND by reference.

SECTION 7: The Board finds and declares that the MND for the Project was presented to the Board and the Board independently reviewed and considered the information contained in the MND prior to approving the Project, as the Project is defined in the MND.

SECTION 8: Based on its review of the MND, the Board finds that the MND for the Project is an adequate assessment of the potentially significant environmental impacts of the Project, as described in the MND.

SECTION 9: The Board has reviewed the findings of the Project, comments regarding the Project, and other relevant Project records. Based on the evidence contained therein, the Board finds and determines that, following implementation of the mitigation measures set forth in the MND, there is no substantial evidence of a significant, unmitigated environmental impact caused by the Project.

SECTION 10: The Board hereby adopts the Mitigated Negative Declaration as complete and adequate under CEQA, and certifies that the MND represents the independent judgment of the Board.

SECTION 11: The MRP has been prepared to meet the requirements of Public Resources Code Section 21081.6. This program is designed to ensure compliance with Project changes and mitigation measures imposed to avoid or substantially lessen the significant effects identified in the MND. The Board hereby adopts the Mitigation Reporting Program and incorporates the Mitigation Reporting Program into the Project.

SECTION 12: The MND and the MRP are on file and available at the administrative office of the Sacramento City Unified School District. The custodian of the documents and records referred to herein shall be the Director of Capital Projects, Facilities, and Resource Management, Facility Support Services and shall be located at 425 1st Avenue, Sacramento, CA.

SECTION 13. The Board approves the Project as specifically described in the Final MND.

SECTION 14. The Board directs the Superintendent and/or his/her designee to take any and all required or appropriate actions necessary to proceed with the Project.

SECTION 15. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this date June 23, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

Christina Pritchett
President of the Board of Education

Jorge A. Aguilar
Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Hiram Johnson High School Athletic Improvements Project
Mitigated Negative Declaration

Mitigation Reporting Program

In January 1989, Assembly Bill 3180 went into effect requiring the lead agency to monitor all mitigation measures applicable to this project and included in the Mitigated Negative Declaration (MND). This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Hiram Johnson High School Athletic Improvements project. The MMRP is required for the proposed project because the Mitigated Negative Declaration has identified significant adverse impacts which require mitigation measures to reduce the impacts.

The MMRP, describes mitigation measure, the timing for implementation of the measure and the responsible party for implementing and monitoring the mitigation measures.

The Sacramento City Unified School District (District) is the lead agency for this project and will be the primary agency responsible for implementing the mitigation measures. In most cases, the construction contractor will be responsible for implementation of measures and the District's role is to monitor the implementation of the measures.

Required Mitigation Measures

Although the emissions are less than the thresholds, the applicant is required to comply with all Air District rules including Air District Rule 403, regarding dust control. To ensure compliance with this rule, the following Mitigation Measure is proposed.

Mitigation Measure Air Quality 1: Dust Control: The applicant shall require all construction contractors on the site to comply with Sacramento Metropolitan Air Quality Management District Rule 403 which requires the following construction period dust control practices:

- Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
- Use wet power vacuum street sweepers to remove any visible track out of mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.
- Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).

- All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- The following practices describe exhaust emission control from diesel powered fleets working at a construction site. California regulations limit idling from both on-road and off-road diesel-powered equipment. The California Air Resources Board enforces the idling limitations. Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site. The District shall ensure these measures are included in the construction specifications.
- Maintain all construction equipment in proper working condition according to manufacturer’s specifications. The equipment must be checked by a certified mechanic and determine to be running in proper condition before it is operated.

Responsible Party: District Facilities Management and the Construction Contractor(s), Subcontractors and Crews.

Timing: Prior to start of construction, the District shall include these requirements in the contract specifications and/or review these requirements at the pre-construction conference and any follow up meetings with the contractor.

Date(s) of Phases of Compliance: _____

Comments:

Mitigation Measure 2: Event Traffic and Management Planning. For major events with an expected attendance of over 1,200 persons, the District shall develop an Event Management Plan which could include such actions as:

- 1) *Provide Event Attendees with Parking Instructions.* As part of the ticket sales for a major event provide ticket holders including those from visiting schools, information regarding of the limited availability of on-site parking during worst case events, encourage carpooling, and inform attendees that on-street parking is prohibited on sections 65th Street and 14th Street. The parking information should also be posted on the School’s website where the game/events are advertised. When the parking lot is full, temporary signs should be posted “Lot Full” to reduce hazardous parking in the parking area and cars trying to park such that the travel ways are blocked.
- 2) *Close off local streets to all but local traffic during “worst case” events when*

necessary. For major events with an expected attendance of more than 1,200 person, a traffic control plan could be developed with the City of Sacramento to preclude vehicular access to the adjoining neighborhoods during worst case events, while making access available to residents.

- 3) *Monitor Major Events for continued improvement in event management.* Additional event management measures should be employed if problems arise such as the need for parking lot attendants to direct cars in the parking lot; signage to designate entrance only or exit only driveways to reduce vehicle conflicts; signage to limit left turn movements (right turn only) out of the parking lot driveway on 65th Street to maintain the flow of exiting cars and other measures as appropriate to address event issues as they arise. If traffic cones or other traffic control measures (such as crosswalk guards) are needed in the City right-of-way, the District shall work with City Transportation Department in the development of such measures.

Responsible Party: Hiram Johnson High School’s Principal and staff.

Timing: Whenever a major event (more than 1,200 attendees expected) is planned.

Date(s) of Phases of Compliance: _____

Comments:

Mitigation Measure 3: Avoidance of Tribal Resources if Discovered On-Site. The following mitigation measure is intended to address the evaluation and treatment of inadvertent or unanticipated discoveries of potential tribal cultural resources (TCRs), archaeological, or cultural resources during a project’s ground disturbing activities.

- 1) If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make recommendations for further evaluation and treatment, as necessary.
- 2) When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA and UAIC protocols, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials

for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by UAIC or by the California Native American Tribe that is traditionally and culturally affiliated with the project area.

- 3) The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a TCR may include Tribal Monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.

- 4) Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied.

Responsible Party: District Facilities Management, the project’s contractors and Subcontractors and Crews

Timing: The District shall ensure that the above mitigation measure is included in any contract involving earth grading, excavation, or removal on site, and shall cover these requirements at any Pre-construction meeting held for the project.

Date(s) of Phases of Compliance: _____

Comments:

COMMENTS RECEIVED

Four comments (attached) were received during the public review period from:

- Central Valley Regional Water Quality Control Board
- Ms. J Angelo, Neighbor, Redding Avenue
- T. Bodeman, Neighbor, 9th Avenue
- Scott Hunter, Neighbor, 65th Street

RESPONSES TO COMMENTS

1. Central Valley Regional Water Quality Control Board

The Central Valley Water Quality Control Board provides a summary of applicable plans and regulations governing water quality in the basin. These plans, regulations and applicable permits are also discussed in the MND in the Hydrology Section. As noted in that section, the project is subject to compliance with a National Pollution Discharge Elimination System Permit (NPDES) and with compliance with both construction period and operating period run-off best practices through implementation of a SWPPP (Stormwater Pollution Protection Plan). The letter does not raise issues regarding the adequacy of the environmental document.

2. J. Angelo, Neighbor

Ms. Angelo is a neighbor to the east of Hiram Johnson on Redding Street. She expresses her opposition to night events at the athletic field because of traffic, light and noise issues related to crowd gathering and crime. She is opposed to the stadium lights and having night events. Ms. Angelo addresses her concerns about the merits of the project but does not raise issues as to the adequacy of the MND under California Environmental Quality Act (CEQA).

3. Scott Hunter, Neighbor

Mr. Hunter is a neighbor to the west of the project site on 65th Street. He is concerned regarding light glare and noise from the stadium. He is concerned that the permanent lights will cause glare directly into the windows of residents on 65th Street. As noted in the MND, the proposed lighting design was submitted to the International Darksky Association (IDA) for an independent review. IDA has developed "Community Friendly Outdoor Sports Lighting Program" which includes criteria for minimizing spillover light. IDA reviewed the project lighting plan and determined that the lighting design met all criteria and should not present unacceptable levels of light and glare. Among the criteria for meeting the IDA standards is that estimated luminous intensity at 150 feet from the edge of the field shall not exceed 1,000 candela or 92.9-foot candles. For reference, 100-foot candles is the luminous intensity of the average overcast day. Thus, residents along 65th Street will experience diffuse light, as opposed to sharp or blinding glare. The threshold for significance for light and glare is if it would be cast in such a way as to cause public hazard or annoyance for a sustained period of time. The field lights are supposed to be turned down at 9:00 p.m. per the District, unless it is a competition game with overtime which may only occur 2 to 3 times a year. In reviewing the sports calendar for Hiram Johnson High School stadium use at night is very limited and occurs mostly in the fall football season. Given this, the

MND concluded that light would not be experienced for a sustained period of time such as every night or many nights in a row past 10 pm.

4. T. Boderman, Neighbor

T. Boderman is a neighbor to the north of the site on 9th Avenue. This neighbor is concerned about any additional fencing for the baseball/softball area and also about privacy. The neighbor provides a number of design recommendations including the addition of additional landscaping for privacy and visual screening. The comment letter concerns the characteristics and merits of the project, but does not raise substantial issues under the California Environmental Quality Act (CEQA).

Central Valley Regional Water Quality Control Board

9 June 2022

Nathaniel Browning
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
nathanielbrowning@scusd.edu

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, HIRAM JOHNSON ATHLETIC IMPROVEMENTS PROJECT, SCH#2022050207, SACRAMENTO COUNTY

Pursuant to the State Clearinghouse's 10 May 2022 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Hiram Johnson Athletic Improvements Project, located in Sacramento County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore, our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of

Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues. For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Implementation Policy is available on page 74 at:

https://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/sacsjr_2018_05.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit), Construction General Permit Order No. 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ. For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACE). If a Section 404 permit is required by the USACE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements. If you have any questions regarding the Clean Water Act

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications. For more information on the Water Quality Certification, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

Waste Discharge Requirements – Discharges to Waters of the State

If USACE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation. For more information on the Waste Discharges to Surface Water NPDES Program and WDR processes, visit the Central Valley Water Board website at: https://www.waterboards.ca.gov/centralvalley/water_issues/waste_to_surface_water/

Projects involving excavation or fill activities impacting less than 0.2 acre or 400 linear feet of non-jurisdictional waters of the state and projects involving dredging activities impacting less than 50 cubic yards of non-jurisdictional waters of the state may be eligible for coverage under the State Water Resources Control Board Water Quality Order No. 2004-0004-DWQ (General Order 2004-0004). For more information on the General Order 2004-0004, visit the State Water Resources Control Board website at:

https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Threat General Order) 2003-0003 or the Central Valley Water Board’s Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Threat Waiver) R5-2018-0085. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage

under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wgo/wgo2003-0003.pdf

For more information regarding the Low Threat Waiver and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2018-0085.pdf

Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Limited Threat Discharges to Surface Water* (Limited Threat General Order). A complete Notice of Intent must be submitted to the Central Valley Water Board to obtain coverage under the Limited Threat General Order. For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2016-0076-01.pdf

NPDES Permit

If the proposed project discharges waste that could affect the quality of surface waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit. For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at: <https://www.waterboards.ca.gov/centralvalley/help/permit/>

If you have questions regarding these comments, please contact me at (916) 464-4684 or Peter.Minkel2@waterboards.ca.gov.

Peter Minkel

Peter Minkel
Engineering Geologist

cc: State Clearinghouse unit, Governor's Office of Planning and Research,
Sacramento

May 13, 2022

Ms. J. Angelo
Redding Avenue
Sacramento, California 95820

Nathaniel Browning, Facilities Director
425 1st Avenue
Sacramento, California 95818

RE: Hiram Johnson High School Athletic Field Improvements

To Whom It May Concern:

I have been a Redding Avenue resident for almost thirty years. I received a notice in the mail from Nathaniel Browning on May 11, 2022, regarding proposed changes to the athletic fields at our neighboring high school Hiram Johnson. I attempted to review the information by clicking on the link provided in Mr. Browning's letter, but the web page was unavailable at that time. So, I contacted Mr. Browning by email to let him know the link was not working and let him know my concerns about the proposed project. Mr. Browning reiterated that any concerns I have would be best addressed in a formal written comment letter submitted to him through US Mail.

I have reviewed the extensive project proposal now that the link is active and working. Most of the project I absolutely applaud, especially the improvements to the baseball field which has been inoperative and vacant for years forcing the kids to play off campus at a local park. I also support the much needed upgrades to the football and softball fields. I absolutely support improving all the athletic field areas on campus because the school and students deserve to have the most up to date/up to code facilities for sports. There is one aspect of the proposed project I am opposed to, the addition of permanent lights and scheduling of night sports games.

As a Redding Avenue resident for decades, I have witnessed genuinely concerning changes to what used to be a quiet peaceful neighborhood. I can honestly say this is the first time in my life I am afraid to live in my neighborhood, and I have contemplated selling my home. Over the last few years our neighborhood has been inundated with aggressive and confrontational homeless campers with no recourse for residents. People living in their cars in front of our homes and using our yards for garbage and waste disposal. We have dealt with extensive car thefts, smash and grab robberies, home and vehicle vandalism, and dangerous street racing up and down our street. There are sirens and helicopters circling at all hours. There are homes on our street that have sketchy visitors at all hours of the night, with residents that change daily/weekly, and the police are constantly called out. Most recently our street endured a violent police/SWAT standoff and shootout with a mentally disturbed neighbor that resulted in us being evacuated from our homes for nearly twelve hours and the suspect being shot just feet from our home. For days after we were cleaning up bullet casings on the street, in our lawn, and our flowerbeds. School did not even resume the following day because there were so many bullet casings on campus. I used to enjoy being outside with my neighbors, walking my dog etcetera. Now, I am reluctant to speak to new neighbors or passing strangers because of the uncertainty of my safety.

Aside from the escalating crime in our neighborhood, the issues we face as neighbors of Hiram Johnson have also intensified with no recourse for residents. We are constantly dealing with students jumping

fences and skipping school, loitering in our yards and at the park, openly smoking (cigarettes, weed, and vaping), leaving their trash in our yards and over our fences, using profane language, blaring offensive music, and parking wherever they want despite no parking signs. Those issues are extremely annoying yes, but are tolerable and honestly expected since we choose to live by a public high school. But over the last few years the violence on campus and around campus is what worries those in my neighborhood the most. The violence has gotten so out of hand that numerous teachers and students have been seriously injured trying to break up fights, and the school has been placed on lockdown multiple times. And to make matters worse there is now a culture of students and even parents that encourage the violent fighting by cheering on the chaos, and even filming the brawls for entertainment purposes. Sac PD and school staff can only do so much when situations like this occur, because honestly, they are afraid of losing their jobs for breaking up fights and using any level force on children. The issue is these kids have no fear anymore. They don't care about getting into trouble, they don't fear getting hurt or hurting others, and they enjoy the notoriety. They have no respect for authority, they have no respect for other people's property, and they have no comprehension of how their actions today will follow them for the rest of their lives.

That brings me to my concern over the proposed project of installing permanent lighting at Hiram Johnson. The issue is not even the nuisance of having bright lights shining into my windows late into the evening, I can honestly get over and deal with that. I understand that installing permanent lights on campus means night games at Hiram Johnson, and that is where I absolutely and adamantly say **NO**. With the amount of violence and chaos that is occurring DURING the school day at Hiram Johnson, why would anyone think it would be beneficial or positive to start adding nighttime events? The faculty, staff, and security are already overwhelmed with the lack of safety and security for staff/students on campus during the school day *in a controlled and gated environment*. After school events into the evening cannot be safely controlled, and anyone, at any age, from any area can show up looking for trouble. I guarantee that late events under these proposed lights will only cause further fighting, violence and harm to students, staff, security. And these fights, violence, and harm will not just be on the football field, they will also be in our front and back yards. So, I am asking you and anyone else that is contemplating adding lights and night games/events at Hiram Johnson High School to please reconsider and restrict sporting events to daytime hours only. I know that won't eliminate all the issues occurring, but thankfully it won't add an additional layer of worry and fear to those of us who must live here. If you do proceed with the proposed project and choose to ignore my concerns, and any other concerns raised to you, please understand any damages or injuries that occur will be on your hands.

To whom it may concern,

My name is Scott Hunter, I live at 3520 65th street with my wife and our three-year-old daughter. We are now 5th generation residents of this home purchased in 1963 by my daughter's great-great grandmother Leela Luckenbach... to us this is far more than just a house. We vehemently protest the installation of the proposed stadium lighting at the Hiram Johnson football field, the proposed project would directly impact our wellbeing by inundating our yards and home with an elevated level of noise and light pollution that is very likely to deprive us of quiet enjoyment.

Noted on page 22 the declaration states "Adjacent residents may see some change in ambient light levels at the playing fields when the field lights are used. Residents in the area currently experience some light effects from streetlights, porch lights, the headlights of cars, and the temporary stadium lights currently in use at the site." The two west facing lights proposed will cause significant changes in light levels on our property as the temporary lighting noted in the declaration has been all but nonexistent since the onset of COVID 19. These proposed elevated lights will surely cause substantial glare and light trespass onto our property as there are currently no streetlights or porchlights emitting light towards our east facing windows and the orientation of thru traffic doesn't aim any headlights at our house. Nonetheless, to compare the light from a streetlight to that of a 60,000 lumen stadium light is deceitful.

We have multiple complaints recorded with our councilmember Eric Guerra and Hiram Johnson principal Garrett Kirkland regarding excessive noise emitted from the football field. The noise and light pollution emitted in the past does not typically conclude by 9 PM as falsely stated multiple times throughout the declaration (Page 22: "the seasonal nature of the use of the lights and the expected limited duration of the lighting (lights generally off at 9 pm), the project is not expected to create a public hazard or annoyance for a sustained period of time"). Past events on this field have gone as late as 10:30 PM and were in fact an annoyance for a sustained period, we suspect that the proposed development will facilitate further intrusion. Regarding the "the seasonal nature of the use of the lights", in years past the football field has also been made available for other recreational uses such as pee-wee football and recreational soccer, organizations like these could take advantage of the expanded facilities and exacerbate their impact of use. These facts are not reflected anywhere in the declaration.

We find it offensive how this declaration is so flippant and dismissive of the proposed projects impact on the adjacent neighbors such as us. We have two bedrooms that face east directly across the street from the football field; with a direct line of sight our sleep and wellbeing will surely be affected by this project. We certainly don't see this proposed intrusion as "less-than-significant" and respectfully ask you to consider how this project will affect the wellbeing of our family as you would your own.

I encourage you to reach out to me to further discuss the proposed project, I can be reached at scotthunteris@hotmail.com. Thank you for your time and attention to the matter.

Scott Hunter 05-21-22

June 3, 2022

Nathaniel Browning

Facilities Support Services

425 1st Avenue

Sacramento, Ca 95818

Dear Nathaniel,

Thank you for your time today explaining the changes to the Hiram Johnson High School Athletic Field. Per our conversation, we are concerned about the proximity of the baseball field to our home on 6724 9th Avenue Sacramento and request that we remove that aspect of the project as it is an eyesore to the residents of 9th avenue that share a fence with the school.

The current proposal has another home run fence being placed a small distance away from our existing fence. This causes the appearance of a "fence- to -fence" barrier- like what you would see at a prison. To have both a baseball and softball field seems unnecessary. That said, we would appreciate rearranging the positioning to leverage as much of Redding Street side as possible. Further, adding this area will result in more foot traffic close to our fence line. As I explained we have a pool and already have more trash accumulating in our yard from the school AND several teenagers gawking through our fence to the pool area- which is concerning.

It seems completely unnecessary to disturb the residents along 9th avenue any further than they already are by the loud PE noises, the constant alarm going off and the stadium and football scoreboard. To that end, we implore you to assist us in keeping our home safe and our home values up and reconsidering aspects of this project to include:

- Eliminate or reposition the softball/ baseball fields to utilize more of the Redding side and fence line.
- Add shrubs and attractive plants to prevent the appearance of a fenced in prison for any fences added.
- Increase the height of the fence along 9th avenue to prevent trash, gawkers and softballs/ baseballs from coming over the fence.
- Ensure the baseball field and any lighting or Scoreboards are not close to our home or fence line
- We would like a privacy screen installed along the fence line to minimize the view of yet another fence so close to our home
- We want to ensure that there are not any bleachers near the homes along 9th avenue and that the foot traffic is minimal in this area. This will ensure that trash, mayhem, gawking, noise and the eyesore associated with bleachers does not occur.

Thank you for your help and assistance,

J. Badenmann

A handwritten signature in black ink, appearing to be a stylized 'N' or similar character, located below the typed name 'J. Badenmann'.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1k

Meeting Date: June 23, 2022

Subject: Approve Joint Venture and License Agreement Between Sacramento City Unified School District and River Oak Center for Children

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

Division: Facility Support Services

Recommendation: Approve Joint Venture and License Agreement Between Sacramento City Unified School District and River Oak Center for Children (ROC).

Background/Rationale: The previous ROC Agreement was for a portion of the Fruitridge Elementary School, and their initial joint venture and license agreement was entered into on September 15, 2016. ROC has been a strong community partner since moving into their Fruitridge Elementary School location.

Financial Considerations: The License Fee is \$1.88/square foot/year.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

- 1) Draft Joint Venture and License Agreement Between Sacramento City Unified School District and River Oak Center for Children illustrating proposed changes.
- 2) Final Joint Venture and License Agreement Between Sacramento City Unified School District and River Oak Center for Children

<p>Estimated Time of Presentation: NA Submitted by: Rose Ramos, Chief Business Officer Nathaniel Browning, Director of Facilities Approved by: Jorge A. Aguilar, Superintendent</p>
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JOINT VENTURE AND LICENSE AGREEMENT
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND RIVER OAK CENTER FOR CHILDREN

THIS JOINT VENTURE AND LICENSE AGREEMENT ("Agreement" or "License") is made and entered into upon approval between the parties below ("Effective Date"), by and between the Sacramento City Unified School District ("District") and River Oak Center for Children ("ROC"), a California nonprofit corporation (collectively, the "Parties"). The operative date ("Operative Date") shall be the date of occupancy by ROC which is anticipated to be on or about September 15, 2016 (the "Occupancy Date").

This First Amendment ("Amendment") to the Joint Venture Agreement dated September 15, 2016 ("Agreement") is made and entered into as of July 1, 2022 ("Effective Date") by and between the Sacramento City Unified School District ("District") and River Oak Center for Children ("ROC") (collectively, the "Parties").

WHEREAS, the District owns property at 4625 44th Street in the City of Sacramento which was previously known as Fruit Ridge Elementary School ("Fruit Ridge"); and

WHEREAS, the District and ROC desire to enter into a joint venture and license relationship for the use of the premises at Fruit Ridge described ~~below and the use of a 48' x 40' modular building~~ (collectively, the "Premises"); and

WHEREAS, the purpose of the License is the purpose and goals of the River Oak Center for Children; and

WHEREAS, the Agreement sets forth the terms and conditions for such use.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

ARTICLE I

JOINT VENTURE AND LICENSE USE

1.1 **Joint Venture and License: Premises.** The Parties enter into a joint venture and license relationship for the use of the Premises. The District, as Licensor, hereby grants to ROC, as Licensee, a license (the "License") for the mutual benefit of the community and children served by both the District and ROC. Pursuant to the License, ROC shall have the right to use, subject to the terms and conditions herein, the Premises at Fruit Ridge as more particularly described in Attachment A incorporated herein by this reference. The square footage for the classrooms is approximately 3,855 square feet plus an additional approximate 1,900 square feet for the modular building. The Premises, for the purpose of the License, may be adjusted from year to year. The license year shall be the fiscal year from July 1 to June 30 (the "License Year"). For the first year, the License Year shall commence on September 1, 2016 and shall end on June 30, 2017. The Premises as described in Attachment A shall be the Premises for the first License Year. Thereafter, ~~on an as-needed basis from year to year~~, the Parties will meet to discuss potential decreases in

requested square footage. Potential increases in square footage may only be accommodated and negotiated by reaching an agreement with the District, ROC and the Fruit Ridge Community Collaborative (FRCC). Any adjustments, as described in the Agreement, shall be negotiated at least 90 days before the end of the License Year (the "Negotiation Period") and by the providing of written notice as set forth in section 5.11 below.

1.2 **License Fee.** The initial License Fee shall be \$1.88 per square foot per year for the Premises. ~~For the classrooms described in section 1.4(a), payment of the License Fee shall commence on September 1, 2016. For the modular building described in section 1.4(b), the License Fee shall commence on November 1, 2016. The District shall maintain and make necessary repairs and maintenance of mechanical systems including HVAC and electrical systems supporting the modular building.~~ ROC shall be responsible for all inspections as required by law, including but not limited to, fire and safety inspections and any fees required to be paid for any such inspections. ~~If ROC replaces or modifies any mechanical or electrical systems supporting the modular building, notice shall be given to the District. If any subsequent maintenance requires parts which are not in the usual inventory of the District or which are unique as opposed to District facilities, ROC shall pay or reimburse the District for any such parts required in maintenance of the modular building.~~ After the first License Year, any adjustments to the License Fee may not be increased more than 10% above the prior year's License Fee based upon the costs incurred by the District relating to the Premises and other considerations identified by the District. The License Fee shall be negotiated each year, after the first License Year during the Negotiation Period. The License Fee shall be paid quarterly, and shall be due, beginning in the first License Year, on or before October 15, 2016 (a pro-rated License Fee), January 15, 2017, and April 15, 2017, with a new cycle of quarterly payments for each subsequent License Year beginning thereafter, on or before July 15, and continuing through each quarter thereafter. A late payment fee of \$50 for each week of delinquency after the quarterly payment shall be due and payable plus a 5% interest charge on the principal of the License Fee. Acceptance of payment of a delinquent License Fee, and late payment fee plus interest, shall not waive other remedies of the District to terminate or revoke the License granted herein.

1.3 **License Deposit.** To assure that ROC performs its obligations under the License, and as a source for the payment of any delinquent License Fee due, Licensee agrees to deposit with the District an amount of \$1,000 (the "License Deposit"). The License Deposit shall be made with the District in a fund which will bear interest at the same rate as District funds pursuant to deposit requirements imposed on public school districts. Any unused License Deposit plus interest earned shall be remitted to ROC.

1.4 **Repairs and Alterations.** ROC accepts occupancy of the Premises in "as is" condition, except that the District shall ensure that mechanical systems such as HVAC and plumbing are in working condition prior to the Occupancy Date. Any repairs or improvements (collectively, "ROC Improvements") shall be submitted to the District for review and approval. The District reserves the right to require, depending on the nature and scope of ROC's Improvements, lien releases, bonding requirements, insurance during construction, and compliance with other legal obligations associated with such improvements on school property. In consideration of the payment of the License Fee, the District shall conduct necessary maintenance of the Premises ("District Maintenance") such as repairing leaks, plumbing, HVAC, and other

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routine maintenance such as repairing windows, minimal landscaping, minimal pest control, and general maintenance, at the discretion of the District, associated with preserving the structures and other improvements at the Premises. District Maintenance will cover anything associated with the general wear and tear of the Premises, not including consumable items such as light bulbs. Additional work above and beyond District Maintenance will be billed to ROC. The District shall have the right to recover any costs caused by any licensee committing waste or causing destruction or dilapidation, normal wear and tear excepted. Request for District

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~~a. Classrooms. ROC accepts occupancy of classrooms 16, 17, 18, and 19 of the Premises in "as is" condition, provided that the District shall ensure that mechanical systems such as HVAC and plumbing are in working condition prior to the Occupancy Date. District shall be responsible for all maintenance and necessary repairs to the classrooms, including all mechanical systems such as HVAC and electrical systems. ROC shall be responsible for all inspections as required by law, including but not limited to, fire and safety inspections and any fees required to be paid for any such inspections. In addition, ROC shall make the improvements as described in Attachment B. Any repairs or improvements, including those described in Attachment B, (collectively, "ROC Improvements") shall be submitted to the District for review and approval. The District reserves the right to require, depending on the nature and scope of ROC's Improvements, lien releases, bonding requirements, insurance during construction, and compliance with other legal obligations associated with such improvements on school property. The District shall have the right to recover any costs caused by any licensee committing waste or causing destruction or dilapidation, normal wear and tear excepted.~~

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~~Modular Building. In addition to classrooms 16, 17, 18, and 19, ROC shall have the right, at its cost, to relocate the modular building on approximately 1,900 square feet located near classroom 19 per the proposed site plan of ROC. The modular building shall be relocated by ROC on temporary wood crib foundations with connections to existing campus utilities. A new ramp, stair and landing would also need to be provided to access both doors of the building. Modest improvements to this building would be required to upgrade the building for current use. The HVAC system would need cleaning and service, the carpet replaced and minor accessible upgrades may be required to the restroom to meet current ADA requirements. Additionally the building would need cleaning, exterior paint, window coverings, signage and data/phone systems. River Oak shall be responsible for all costs regarding the relocation and improvements to the modular building. Thereafter, District shall be responsible for maintenance as set forth in section 1.2.~~

~~Although a preliminary site analysis has been performed and has indicated the proposed location meets all fire and life safety code requirements of the current 2013 California Building Code, ROC shall be responsible for compliance with all codes and regulations to comply with all fire and~~

~~safety requirements. ROC shall be responsible for all approvals by the Division of State Architect ("DSA") and other approvals by the state or local agencies for all inspections as required by law. This analysis took into effect building type, occupancy classifications, construction type and location on property relative to other existing buildings. Additionally, the analysis reviewed at the building location relative to required fire department emergency vehicle access, gates and fire water points of connection. This analysis will be formalized as part of the complete project development requirements and reviewed and approved by the Division of the State Architect (DSA) and local fire authority.~~

~~Since a portion of the Premises and improvements may need to be separately improved by DSA, ROC shall appropriately describe the scope of the use, including project use, that needs to be performed by duly qualified and licensed contractors including any requirement for a general contractor. ROC shall select a duly licensed architect for work, at ROC's expense, for any design and other requirements as required by DSA or local regulation. All costs associated, including but not limited to, fire and safety fees, DSA fees, testing, and other inspections shall be paid by ROC. Sample floor plans are attached as Attachment C.~~

~~Estimated Costs: Savings for Common Area Improvements. Estimated costs incurred by ROC are attached as Attachment D. However, ROC shall be responsible for any and all costs regardless of the estimate. In the event there are cost savings from funds provided through Supervisor Phil Serna, which are estimated to be approximately \$25,000, the funds will be used for improvements in the common area at Fruit Ridge as agreed by the District, ROC, and the FRCC Advisory Board.~~

1.5 **Common Area.** Reservation of any common area space at Fruit Ridge shall be coordinated in accordance with the rules and regulations adopted by Fruit Ridge Community Collaborative ("FRCC").

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1.6 **Premises Inspection: Keys and Codes.** During normal business hours, the District may enter and inspect the Premises for compliance under the License and for compliance by any sublicensee. Such entry shall not unreasonably interfere with the activities being conducted at the Premises. All licensees shall conduct their activities without causing waste, vandalism, or a nuisance at the Premises. ROC waives any claim for damages for injury, inconvenience or interference with ROC's activities, or any loss of occupancy or quiet enjoyment, caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person under its explicit direction or control. District shall have keys, or key cards, to unlock all doors on the Premises and the right to enter by any means necessary for entry, including in the event of an emergency. ROC shall provide all such keys, key cards, or other security codes for immediate access as necessary for fire and safety purposes. Any entry to the Premises obtained by District by any means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into the Premises, or a constructive or actual

ejection of ROC from the Premises or any portion thereof.

ARTICLE II

TERM OF LICENSE

2.1 **Term.** The term ("Term") of the License and Agreement shall commence on the Effective Date and shall terminate, unless terminated earlier below, June 30, ~~2027~~2022 ("Termination Date"). Upon mutual consent, in writing between the Parties, the Term may be extended. Notwithstanding the Termination Date, the License and Agreement may be terminated earlier ("Early Termination Date") as follows:

2.2 **Early Termination for Convenience.** The Agreement may be terminated by either Party for convenience. Notice of such termination shall be given at least ninety (90) days before the end of a License Year and shall be effective at the end of the following License Year.

2.3 **Early Termination for Cause.** The Agreement may also be terminated by either Party at any time for cause. "Cause" shall consist of a breach of any non-technical provision of the Agreement, and the failure of the breaching party to cure the breach within sixty (60) days of being notified of the breach, or such other date as the Parties may agree or a reasonable time to cure the breach not to exceed one hundred and twenty (120) days. If District terminates the Agreement for cause, it may bring an action to recover any damages from ROC including any unpaid License Fee and to revoke the License.

2.4 **Vacation of Premises.** On or before the Termination Date or Early Termination Date, ROC shall return the Premises, including the classrooms and modular building, in a clean condition, ordinary wear and tear excepted. ROC shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Premises resulting from ROC's surrender of the Premises. On or before the Termination Date or Early Termination Date, ROC and ROC's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises. ROC shall have the right to remove furnishings and equipment without damaging the classrooms or the modular building.

ARTICLE III

ASSESSMENTS, TAXES, FEES, CHARGES, AND UTILITIES

ROC shall pay or cause to be paid, and hold District and the property of District, including the Premises, free and harmless from all assessments, taxes, fees, and charges, including but not limited to, charges for the furnishing of telephone services and other public utilities, including internet access and use. ROC shall be billed quarterly, payable within 30 days, of all utility use incurred by ROC. Utility charges shall be proportional to the share of the utility costs of other users at Fruit Ridge and shall be administered and collected by the District. District shall not be liable in damages or otherwise for any interruption in the supply of any utility services to the Premises nor shall any such

interruption constitute any ground for an abatement of ROC's obligations under the Agreement, unless such is the result of the gross negligence or willful misconduct of District. The use of tax exempt property, such as the Premises, may subject persons or entities occupying the Premises to a "possessory interest tax." To the extent ROC is subject to a possessory interest tax for its use, the tax shall be paid by ROC.

ARTICLE IV

INSURANCE AND SAFETY

4.1 **Insurance Requirements.** ROC shall maintain insurance in the minimum amounts as required by the District. For the first License Year, there shall be a minimum of \$1,000,000 per occurrence for both Premises liability and personal liability. In subsequent License Years, the insurance requirements may be adjusted depending on the scope of uses by ROC. ROC shall submit evidence of such insurance and shall name the District as an additional insured prior to occupancy. As an additional insured, ROC's policy requirements shall: (i) name District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

A certificate issued by the carrier, or carriers, of the policies described herein shall be delivered to District prior to ROC's, its employees, volunteers and/or its independent contractors first entry onto the Premises. Each such certificate shall set forth the limits, coverage, and other provisions required under this section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher and the insurance carrier shall be admitted in California to provide insurance coverage and issue policies.

The policy requirements may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage, impair District's rights under the Agreement, or negate, or decrease, ROC's obligations under the Agreement.

4.2 **Safety.** ROC shall be solely and completely responsible for conditions of the Premises, including safety of all persons and property. The foregoing shall include but not be limited to ensuring that the installation of any improvements to the Premises are adequately secured by ROC to avoid the creation of an attractive nuisance or other hazardous condition. ROC, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises and services provided shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

4.3 **Occurrence of a Casualty.** If at any time during the Term, the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of District or any person or entity under its explicit direction or control, if caused in whole or in part by ROC, its employees, agents, invitees, guests, vendors, or any other person acting under ROC's control or direction, the Agreement shall continue in full force and effect and ROC, at its sole cost and expense, shall be responsible for repairing and restoring the damaged Premises and related improvements and shall diligently proceed with such repairs and/or restoration until completion. If at any time the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of ROC, its employees, agents, invitees, guests, vendors, or any other person acting under ROC's control or direction, then at its option the District may terminate this License upon written notice to ROC and may at its option proceed with repairs and/or restoration of the Premises.

4.4 **Indemnity By ROC.** Except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity under its explicit direction or control, ROC shall indemnify and hold District, its officers, agents, employees, members of its Board of Education free and harmless from any and all liability, claims, loss, damages, or expenses resulting from ROC's occupation and use of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

4.4.1 The death or injury of any person who is an employee, guest, invitee, or agent of ROC, or by reason of the damages to or destruction of any property, including property owned by ROC or by any person who is an employee or agent of ROC, from any cause whatsoever as a direct result of operating the Program Services or ROC's use and/or occupancy of the Premises while that person or property is in or about the Premises or in any way connected with the Premises or with any of ROC's improvements or personal property on the Premises;

4.4.2 The death or injury of any person, including any person who is an employee, guest, invitee, or agent of ROC, or by reason of the damage to or destruction of any property, including property owned by ROC or any person who is an employee or agent of ROC, caused or allegedly caused by either (1) the condition of the Premises or improvements on the Premises; or (2) any act or omission on the Premises by ROC or any person in or about the Premises with the permission and consent of ROC;

4.4.3 Any work, including alterations, performed on the Premises or materials furnished to the Premises at the instance or request of ROC or any person or entity acting for or on behalf of ROC; and

4.4.4 ROC's failure to perform any provision of the Agreement or to comply with any requirement of applicable law or any requirement imposed on ROC or the Premises by any duly authorized agency or political subdivision.

4.5 **Limitation of Liability.** Neither District, nor any of its officers, agents, employees, and members of its Board of Education, shall be personally liable in any manner or to any extent under or in connection with the Agreement. ROC waives any and all such

personal liability against the District and the individuals stated herein.

ARTICLE V

GENERAL TERMS AND PROVISIONS

5.1 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in the Agreement and all understandings, oral or written, with respect to the subject matter of the Agreement are hereby superseded. Any additional provisions or requirements shall not be binding on the Parties except through an amendment pursuant to section 5.3.

5.2 **Future Assurances.** Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of the Agreement and the transactions contemplated by the Agreement.

5.3 **Amendment of Agreement.** No modification of, deletion from, or addition to the Agreement shall be effective unless made in writing and executed by both District and ROC.

5.4 **Waiver.** The failure by either Party to enforce any term or provision of the Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of the Agreement shall be deemed or shall constitute a waiver of any other provision of the Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

5.5 **Severability.** In the event any clause, sentence, term or provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of the Agreement shall nonetheless remain in full force and effect.

5.6 **Construction of Agreement.** The terms and provisions of the Agreement shall be liberally constructed to effectuate the purpose of the Agreement.

5.7 **Governing Law and Venue.** The Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Subject to the alternative dispute resolution provision set forth in section 5.12, any action or proceeding seeking any equitable remedies or remedies at law with respect to the provisions of the Agreement shall be brought in the Superior Court for the County of Sacramento.

5.8 **Assignment.** ROC shall not have the right to assign the Agreement or any interest in the Agreement, without District's prior written consent. Any assignment made without such prior written consent shall be void, and at the option of District, shall terminate the Agreement. No right under the Agreement, nor claim for any money due or to become due hereunder shall be asserted against District, or persons acting for District, by reason of any assignment of the Agreement without District's written consent. Consent to one

assignment, or other transfer shall not be deemed to constitute consent to any subsequent assignment, or other transfer.

5.9 **Binding Effect.** The Agreements, conditions, and provisions contained in the Agreement shall, subject to provisions for assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties to it.

5.10 **Independent Contractor.** ROC is an independent contractor, not an officer, employee or agent of District.

5.11 **Notices.** Any notice required or desired to be given pursuant to the Agreement shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given upon confirmed receipt, if sent by certified or registered mail, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice may also be given by facsimile with proof of transmission, or by express mail with proof of delivery. Notice sent by any other manner shall be effective only upon actual receipt thereof.

District:

Chief **Business & Operations** Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Ph: (916) 643-9055

River Oak Center for Children:

Chief Executive Officer
5445 Laurel Hills Drive
Sacramento, CA 95841
Ph: (916) 609-5100

If facsimile transmission is made, each Party shall supply a fax number to the other Party.

5.12 **Alternative Dispute Resolution.** In the event of any dispute regarding the provisions of the Agreement, the Parties shall attempt to mediate a resolution. If mediation is not successful, the Parties agree to submit their dispute to binding arbitration with an acceptable third party, or if the Parties cannot agree, with either the American Arbitration Association ("AAA") or JAMS in Sacramento County. Each Party shall share the cost of the mediator/arbitrator and each Party shall bear their respective attorneys fees and costs.

5.13 **Incorporation of Attachments.** Attachment A is incorporated in the Agreement as though set forth fully and at length herein. Any subsequent attachments through amendments shall be deemed to be incorporated herein by reference.

5.14 **Headings and References.** The headings of the Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of the

Agreement.

5.15 **Signature In Counterparts.** The Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement. Electronic signatures, and copies of all signatures, shall have the same force and effect as original signatures.

5.16 **Remedies.** The remedies of the District shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter available at law or in equity.

5.17 **Warranty of Authority.** The signatories of ROC warrant they have full authority to bind the corporation known as River Oak Center for Children and to execute and deliver the Agreement on behalf of the corporation.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective Date.

Date.

DISTRICT:

Sacramento City Unified School District

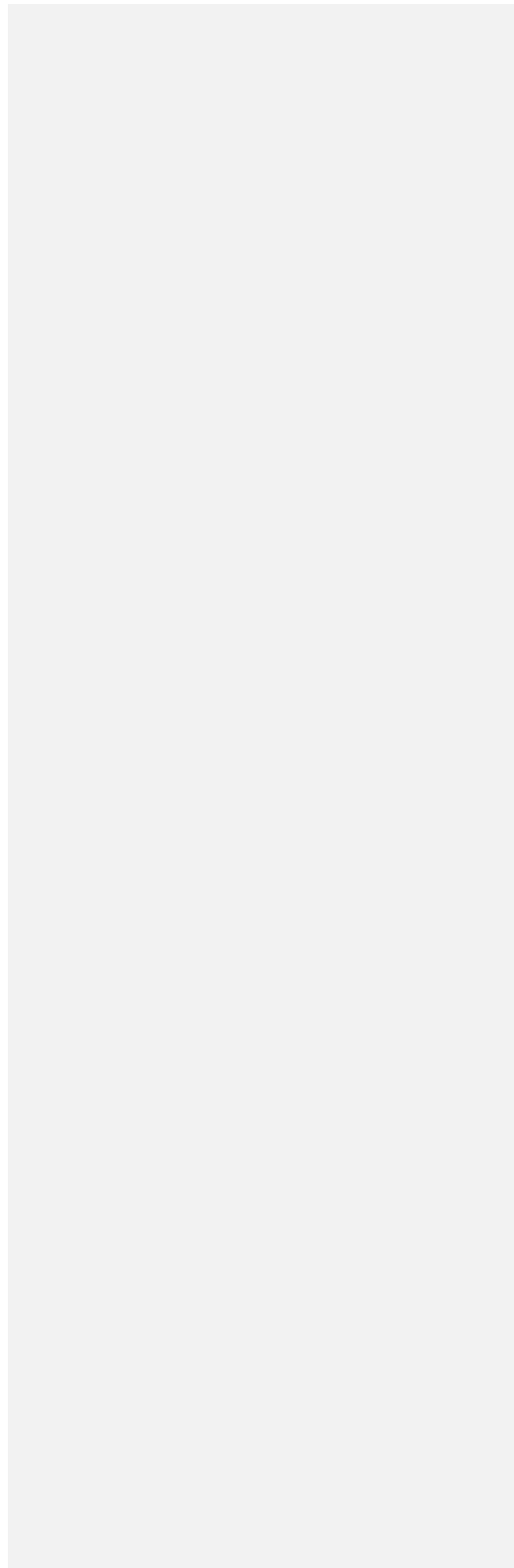
ROC:

River Oak Center for Children

By: _____
Jorge Aguilar
Its: Superintendent

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



JOINT VENTURE AND LICENSE AGREEMENT
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AND RIVER OAK CENTER FOR CHILDREN

THIS JOINT VENTURE AND LICENSE AGREEMENT ("Agreement" or "License") is made and entered into upon approval between the parties below ("Effective Date"), by and between the Sacramento City Unified School District ("District") and River Oak Center for Children ("ROC"), a California nonprofit corporation (collectively, the "Parties"). The operative date ("Operative Date") shall be the date of occupancy by ROC which is anticipated to be on or about September 15, 2016 (the "Occupancy Date").

This First Amendment ("Amendment") to the Joint Venture Agreement dated September 15, 2016 ("Agreement") is made and entered into as of July 1, 2022 ("Effective Date") by and between the Sacramento City Unified School District ("District") and River Oak Center for Children ("ROC") (collectively, the "Parties").

WHEREAS, the District owns property at 4625 44th Street in the City of Sacramento which was previously known as Fruit Ridge Elementary School ("Fruit Ridge"); and

WHEREAS, the District and ROC desire to enter into a joint venture and license relationship for the use of the premises at Fruit Ridge described (collectively, the "Premises"); and

WHEREAS, the purpose of the License is the purpose and goals of the River Oak Center for Children; and

WHEREAS, the Agreement sets forth the terms and conditions for such use.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

ARTICLE I

JOINT VENTURE AND LICENSE USE

1.1 **Joint Venture and License: Premises.** The Parties enter into a joint venture and license relationship for the use of the Premises. The District, as Licensor, hereby grants to ROC, as Licensee, a license (the "License") for the mutual benefit of the community and children served by both the District and ROC. Pursuant to the License, ROC shall have the right to use, subject to the terms and conditions herein, the Premises at Fruit Ridge as more particularly described in Attachment A incorporated herein by this reference. The square footage for the classrooms is approximately 3,855 square feet plus an additional approximate 1,900 square feet for the modular building. The Premises, for the purpose of the License, may be adjusted from year to year. The license year shall be the fiscal year from July 1 to June 30 (the "License Year"). For the first year, the License Year shall commence on September 1, 2016 and shall end on June 30, 2017. The Premises as described in Attachment A shall be the Premises for the first License Year. Thereafter, on an as-needed basis, the Parties will meet to discuss potential decreases in requested square footage. Potential increases in square footage may only be accommodated and negotiated by reaching

an agreement with the District, ROC and the Fruit Ridge Community Collaborative (FRCC). Any adjustments, as described in the Agreement, shall be negotiated at least 90 days before the end of the License Year (the "Negotiation Period") and by the providing of written notice as set forth in section 5.11 below.

1.2 **License Fee.** The initial License Fee shall be \$1.88 per square foot per year for the Premises. ROC shall be responsible for all inspections as required by law, including but not limited to, fire and safety inspections and any fees required to be paid for any such inspections.. After the first License Year, any adjustments to the License Fee may not be increased more than 10% above the prior year's License Fee based upon the costs incurred by the District relating to the Premises and other considerations identified by the District. The License Fee shall be negotiated each year, after the first License Year during the Negotiation Period. The License Fee shall be paid quarterly, and shall be due, beginning in the first License Year, on or before October 15, 2016 (a pro-rated License Fee), January 15, 2017, and April 15, 2017, with a new cycle of quarterly payments for each subsequent License Year beginning thereafter, on or before July 15, and continuing through each quarter thereafter. A late payment fee of \$50 for each week of delinquency after the quarterly payment shall be due and payable plus a 5% interest charge on the principal of the License Fee. Acceptance of payment of a delinquent License Fee, and late payment fee plus interest, shall not waive other remedies of the District to terminate or revoke the License granted herein.

1.3 **License Deposit.** To assure that ROC performs its obligations under the License, and as a source for the payment of any delinquent License Fee due, Licensee agrees to deposit with the District an amount of \$1,000 (the "License Deposit"). The License Deposit shall be made with the District in a fund which will bear interest at the same rate as District funds pursuant to deposit requirements imposed on public school districts. Any unused License Deposit plus interest earned shall be remitted to ROC.

1.4 **Repairs and Alterations.** ROC accepts occupancy of the Premises in "as is" condition, except that the District shall ensure that mechanical systems such as HVAC and plumbing are in working condition prior to the Occupancy Date. Any repairs or improvements (collectively, "ROC Improvements") shall be submitted to the District for review and approval. The District reserves the right to require, depending on the nature and scope of ROC's Improvements, lien releases, bonding requirements, insurance during construction, and compliance with other legal obligations associated with such improvements on school property. In consideration of the payment of the License Fee, the District shall conduct necessary maintenance of the Premises ("District Maintenance") such as repairing leaks, plumbing, HVAC, and other routine maintenance such as repairing windows, minimal landscaping, minimal pest control, and general maintenance, at the discretion of the District, associated with preserving the structures and other improvements at the Premises. District Maintenance will cover anything associated with the general wear and tear of the Premises, not including consumable items such as light bulbs. Additional work above and beyond District Maintenance will be billed to ROC. The District shall have the right to recover any costs caused by any licensee committing waste or causing destruction or dilapidation, normal wear and tear excepted. Request for District

1.5 **Common Area.** Reservation of any common area space at Fruit Ridge shall

be coordinated in accordance with the rules and regulations adopted by Fruit Ridge Community Collaborative ("FRCC").

1.6 **Premises Inspection: Keys and Codes.** During normal business hours, the District may enter and inspect the Premises for compliance under the License and for compliance by any sublicensee. Such entry shall not unreasonably interfere with the activities being conducted at the Premises. All licensees shall conduct their activities without causing waste, vandalism, or a nuisance at the Premises. ROC waives any claim for damages for injury, inconvenience or interference with ROC's activities, or any loss of occupancy or quiet enjoyment, caused by such entry, except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person under its explicit direction or control. District shall have keys, or key cards, to unlock all doors on the Premises and the right to enter by any means necessary for entry, including in the event of an emergency. ROC shall provide all such keys, key cards, or other security codes for immediate access as necessary for fire and safety purposes. Any entry to the Premises obtained by District by any means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into the Premises, or a constructive or actual ejection of ROC from the Premises or any portion thereof.

ARTICLE II

TERM OF LICENSE

2.1 **Term.** The term ("Term") of the License and Agreement shall commence on the Effective Date and shall terminate, unless terminated earlier below, June 30, 2027 ("Termination Date"). Upon mutual consent, in writing between the Parties, the Term may be extended. Notwithstanding the Termination Date, the License and Agreement may be terminated earlier ("Early Termination Date") as follows:

2.2 **Early Termination for Convenience.** The Agreement may be terminated by either Party for convenience. Notice of such termination shall be given at least ninety (90) days before the end of a License Year and shall be effective at the end of the following License Year.

2.3 **Early Termination for Cause.** The Agreement may also be terminated by either Party at any time for cause. "Cause" shall consist of a breach of any non-technical provision of the Agreement, and the failure of the breaching party to cure the breach within sixty (60) days of being notified of the breach, or such other date as the Parties may agree or a reasonable time to cure the breach not to exceed one hundred and twenty (120) days. If District terminates the Agreement for cause, it may bring an action to recover any damages from ROC including any unpaid License Fee and to revoke the License.

2.4 **Vacation of Premises.** On or before the Termination Date or Early Termination Date, ROC shall return the Premises, including the classrooms and modular building, in a clean condition, ordinary wear and tear excepted. ROC shall be responsible for the cost of any damage caused to the Premises and/or the affected portions of the Premises resulting from ROC's surrender of the Premises. On or before the Termination Date or Early

Termination Date, ROC and ROC's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises. ROC shall have the right to remove furnishings and equipment without damaging the classrooms or the modular building.

ARTICLE III

ASSESSMENTS, TAXES, FEES, CHARGES, AND UTILITIES

ROC shall pay or cause to be paid, and hold District and the property of District, including the Premises, free and harmless from all assessments, taxes, fees, and charges, including but not limited to, charges for the furnishing of telephone services and other public utilities, including internet access and use. ROC shall be billed quarterly, payable within 30 days, of all utility use incurred by ROC. Utility charges shall be proportional to the share of the utility costs of other users at Fruit Ridge and shall be administered and collected by the District. District shall not be liable in damages or otherwise for any interruption in the supply of any utility services to the Premises nor shall any such interruption constitute any ground for an abatement of ROC's obligations under the Agreement, unless such is the result of the gross negligence or willful misconduct of District. The use of tax exempt property, such as the Premises, may subject persons or entities occupying the Premises to a "possessory interest tax." To the extent ROC is subject to a possessory interest tax for its use, the tax shall be paid by ROC.

ARTICLE IV

INSURANCE AND SAFETY

4.1 **Insurance Requirements.** ROC shall maintain insurance in the minimum amounts as required by the District. For the first License Year, there shall be a minimum of \$1,000,000 per occurrence for both Premises liability and personal liability. In subsequent License Years, the insurance requirements may be adjusted depending on the scope of uses by ROC. ROC shall submit evidence of such insurance and shall name the District as an additional insured prior to occupancy. As an additional insured, ROC's policy requirements shall: (i) name District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to District before the cancellation or reduction of coverage or amount of such policy.

A certificate issued by the carrier, or carriers, of the policies described herein shall be delivered to District prior to ROC's, its employees, volunteers and/or its independent contractors first entry onto the Premises. Each such certificate shall set forth the limits, coverage, and other provisions required under this section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of A:X or higher and the insurance carrier shall be admitted in California to provide insurance coverage and issue policies.

The policy requirements may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage, impair District's rights under the Agreement, or negate, or decrease, ROC's obligations under the Agreement.

4.2 **Safety.** ROC shall be solely and completely responsible for conditions of the Premises, including safety of all persons and property. The foregoing shall include but not be limited to ensuring that the installation of any improvements to the Premises are adequately secured by ROC to avoid the creation of an attractive nuisance or other hazardous condition. ROC, its agents, employees, invitees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. All materials, equipment, and supplies provided for the Premises and services provided shall fully conform to all applicable State, local and Federal safety laws, rules, regulations, and orders.

4.3 **Occurrence of a Casualty.** If at any time during the Term, the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of District or any person or entity under its explicit direction or control, if caused in whole or in part by ROC, its employees, agents, invitees, guests, vendors, or any other person acting under ROC's control or direction, the Agreement shall continue in full force and effect and ROC, at its sole cost and expense, shall be responsible for repairing and restoring the damaged Premises and related improvements and shall diligently proceed with such repairs and/or restoration until completion. If at any time the Premises and any related improvements are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of ROC, its employees, agents, invitees, guests, vendors, or any other person acting under ROC's control or direction, then at its option the District may terminate this License upon written notice to ROC and may at its option proceed with repairs and/or restoration of the Premises.

4.4 **Indemnity By ROC.** Except to the extent caused by the gross negligence, recklessness or willful misconduct of District or any person or entity under its explicit direction or control, ROC shall indemnify and hold District, its officers, agents, employees, members of its Board of Education free and harmless from any and all liability, claims, loss, damages, or expenses resulting from ROC's occupation and use of the Premises, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

4.4.1 The death or injury of any person who is an employee, guest, invitee, or agent of ROC, or by reason of the damages to or destruction of any property, including property owned by ROC or by any person who is an employee or agent of ROC, from any cause whatsoever as a direct result of operating the Program Services or ROC's use and/or occupancy of the Premises while that person or property is in or about the Premises or in any way connected with the Premises or with any of ROC's improvements or personal property on the Premises;

4.4.2 The death or injury of any person, including any person who is an employee, guest, invitee, or agent of ROC, or by reason of the damage to or destruction of any property, including property owned by ROC or any person who is an employee or agent

of ROC, caused or allegedly caused by either (1) the condition of the Premises or improvements on the Premises; or (2) any act or omission on the Premises by ROC or any person in or about the Premises with the permission and consent of ROC;

4.4.3 Any work, including alterations, performed on the Premises or materials furnished to the Premises at the instance or request of ROC or any person or entity acting for or on behalf of ROC; and

4.4.4 ROC's failure to perform any provision of the Agreement or to comply with any requirement of applicable law or any requirement imposed on ROC or the Premises by any duly authorized agency or political subdivision.

4.5 **Limitation of Liability.** Neither District, nor any of its officers, agents, employees, and members of its Board of Education, shall be personally liable in any manner or to any extent under or in connection with the Agreement. ROC waives any and all such personal liability against the District and the individuals stated herein.

ARTICLE V

GENERAL TERMS AND PROVISIONS

5.1 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in the Agreement and all understandings, oral or written, with respect to the subject matter of the Agreement are hereby superseded. Any additional provisions or requirements shall not be binding on the Parties except through an amendment pursuant to section 5.3.

5.2 **Future Assurances.** Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of the Agreement and the transactions contemplated by the Agreement.

5.3 **Amendment of Agreement.** No modification of, deletion from, or addition to the Agreement shall be effective unless made in writing and executed by both District and ROC.

5.4 **Waiver.** The failure by either Party to enforce any term or provision of the Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of the Agreement shall be deemed or shall constitute a waiver of any other provision of the Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

5.5 **Severability.** In the event any clause, sentence, term or provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of the Agreement shall nonetheless remain in full force and effect.

5.6 **Construction of Agreement.** The terms and provisions of the Agreement shall be liberally constructed to effectuate the purpose of the Agreement.

5.7 **Governing Law and Venue.** The Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Subject to the alternative dispute resolution provision set forth in section 5.12, any action or proceeding seeking any equitable remedies or remedies at law with respect to the provisions of the Agreement shall be brought in the Superior Court for the County of Sacramento.

5.8 **Assignment.** ROC shall not have the right to assign the Agreement or any interest in the Agreement, without District's prior written consent. Any assignment made without such prior written consent shall be void, and at the option of District, shall terminate the Agreement. No right under the Agreement, nor claim for any money due or to become due hereunder shall be asserted against District, or persons acting for District, by reason of any assignment of the Agreement without District's written consent. Consent to one assignment, or other transfer shall not be deemed to constitute consent to any subsequent assignment, or other transfer.

5.9 **Binding Effect.** The Agreements, conditions, and provisions contained in the Agreement shall, subject to provisions for assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties to it.

5.10 **Independent Contractor.** ROC is an independent contractor, not an officer, employee or agent of District.

5.11 **Notices.** Any notice required or desired to be given pursuant to the Agreement shall be in writing, duly addressed to the Parties below. By written notice in conformance herewith, either Party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given upon confirmed receipt, if sent by certified or registered mail, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice may also be given by facsimile with proof of transmission, or by express mail with proof of delivery. Notice sent by any other manner shall be effective only upon actual receipt thereof.

District:

Chief Business & Operations Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Ph: (916) 643-9055

River Oak Center for Children:

Chief Executive Officer
5445 Laurel Hills Drive
Sacramento, CA 95841
Ph: (916) 609-5100

If facsimile transmission is made, each Party shall supply a fax number to the other Party.

5.12 **Alternative Dispute Resolution.** In the event of any dispute regarding the provisions of the Agreement, the Parties shall attempt to mediate a resolution. If mediation is not successful, the Parties agree to submit their dispute to binding arbitration with an acceptable third party, or if the Parties cannot agree, with either the American Arbitration Association ("AAA") or JAMS in Sacramento County. Each Party shall share the cost of the mediator/arbitrator and each Party shall bear their respective attorneys fees and costs.

5.13 **Incorporation of Attachments.** Attachment A is incorporated in the Agreement as though set forth fully and at length herein. Any subsequent attachments through amendments shall be deemed to be incorporated herein by reference.

5.14 **Headings and References.** The headings of the Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of the Agreement.

5.15 **Signature In Counterparts.** The Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement. Electronic signatures, and copies of all signatures, shall have the same force and effect as original signatures.

5.16 **Remedies.** The remedies of the District shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter available at law or in equity.

5.17 **Warranty of Authority.** The signatories of ROC warrant they have full authority to bind the corporation known as River Oak Center for Children and to execute and deliver the Agreement on behalf of the corporation.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective

Date.

DISTRICT:

Sacramento City Unified School District

By: _____

Jorge Aguilar

Its: Superintendent

ROC:

River Oak Center for Children

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.11

Meeting Date: June 23, 2022

Subject: Approve Annual Charter Facilities Usage Agreements

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

Division: Continuous Improvement and Accountability

Recommendation: Approve the Amendment to modify the Facility Use Agreements (FUAs) by extending the term from July 1, 2022, to June 30, 2023, for the following Charter Schools:

- Sol Aureus College Preparatory Academy
 - Bear Flag, 6620 Gloria Drive
- St. Hope Public Schools
 - John Muir, 5201 Strawberry Lane
 - Sacramento High, 2315 34th Street
- Yav Pem Suab Academy – Preparing for the Future
 - Lisbon, 7555 South Land Park Drive

Background/Rationale: The Charter Schools submitted Prop 39 requests with the District. Proposition 39 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 that district. The facilities offered must be contiguous, furnished and equipped, and reasonably comparable to district schools that the charter school students would have otherwise attended. The District may charge the Charter School its share of the facilities costs.

The District worked with the Charter schools to define the specific terms of the Facility Use Agreements for each school.

Financial Considerations: The District will charge each Charter school its share of the cost for the use of the facility.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Amendment Extending Facilities Use Agreement with Sol Aureus College Preparatory Academy
2. Amendment Extending Facilities Use Agreement with St. HOPE Public Schools
3. Amendment Extending Facilities Use Agreement with Urban Charter Collective operator of Yav Pem Suab – Preparing for the Future

<p>Estimated Time of Presentation: N/A Submitted by: Jesse Ramos, Director of Innovative Programs Approved by: Jorge A. Aguilar, Superintendent</p>
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Amendment Extending Term of Facilities Use Agreement

This Amendment ("Amendment") is entered into by and between Sacramento City Unified School District ("District") and Sol Aureus College Preparatory, a California non-profit public benefit corporation ("Non-Profit"), as operator of Sol Aureus College Preparatory, on the effective date as set forth below. District and Non-Profit are referred to singularly as "Party" or collectively as "Parties."

WHEREAS, the District and the Non-Profit entered into an Agreement titled Facilities Use Agreement ("FUA") (*attached hereto as Exhibit A*) for the term July 31, 2013 to June 31, 2018, which became effective on or about September 19, 2013.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2018 to June 30, 2019, which became effective on October 5, 2017.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2019 to June 30, 2020, which became effective on October 18, 2018.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2020 to June 30, 2021, which became effective on August 20, 2020.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2021 to June 30, 2022, which became effective on June 24, 2021.

WHEREAS, the District and the Non-Profit desire to modify the Agreement by extending the term July 1, 2022 to June 30, 2023.

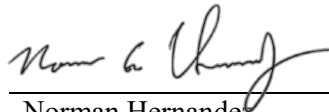
NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the FUA shall be extended to June 30, 2023.
2. This Amendment shall not alter or affect in any way any other portion of the FUA. All other terms of said FUA remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and District Board approval.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

June 10, 2022

Date



Norman Hernandez
Principal
Sol Aureus College Preparatory

Date

Jorge Aguilar
Superintendent
Sacramento City Unified School District

Amendment Extending Term of Facilities Use Agreement

This Amendment ("Amendment") is entered into by and between Sacramento City Unified School District ("District") and St. HOPE Public Schools, a California non-profit public benefit corporation ("Non-Profit"), as operator of Sacramento Charter High School and Public School No. 7, on the effective date as set forth below. District and Non-Profit are referred to singularly as "Party" or collectively as "Parties."

WHEREAS, the District and the Non-Profit entered into an Agreement titled Facilities Use Agreement ("FUA") (*attached hereto as Exhibit A*) for the term July 1, 2012 to June 30, 2017, which became effective on or about June 21, 2012.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2018 to June 30, 2019, which became effective on October 5, 2017.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2019 to June 30, 2020, which became effective on October 18, 2018.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2020 to June 30, 2021, which became effective on August 20, 2020.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2021 to June 30, 2022, which became effective on June 24, 2021.

WHEREAS, the District and the Non-Profit desire to modify the Agreement by extending the term July 1, 2022 to June 30, 2023.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the FUA shall be extended to June 30, 2023.
2. This Amendment shall not alter or affect in any way any other portion of the FUA. All other terms of said FUA remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and District Board approval.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

6/14/2022

Date

DocuSigned by:
Kari Wehrly
F4EEA2D2D591439...

Kari Wehrly
Superintendent
St. HOPE Public Schools

Date

Jorge Aguilar
Superintendent
Sacramento City Unified School District

Amendment Extending Term of Facilities Use Agreement

This Amendment ("Amendment") is entered into by and between Sacramento City Unified School District ("District") and Urban Charter Collective, a California non-profit public benefit corporation ("Non-Profit"), as operator of Yav Pem Suab Academy, on the effective date as set forth below. District and Non-Profit are referred to singularly as "Party" or collectively as "Parties."

WHEREAS, the District and the Non-Profit entered into an Agreement titled Facilities Use Agreement ("FUA") (*attached hereto as Exhibit A*) for the term July 1, 2015 to July 31, 2018, which became effective on or about June 18, 2015.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2018 to June 30, 2019, which became effective on October 5, 2017.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2019 to June 30, 2020, which became effective on October 18, 2018.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2020 to June 30, 2021, which became effective on August 20, 2020.

WHEREAS, the District and the Non-Profit entered into an Agreement for an extension of the term July 1, 2021 to June 30, 2022, which became effective on June 24, 2021.

WHEREAS, the District and the Non-Profit desire to modify the Agreement by extending the term July 1, 2022 to June 30, 2023.

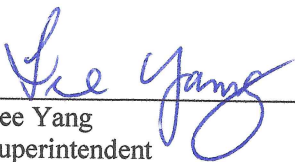
NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the FUA shall be extended to June 30, 2023.
2. This Amendment shall not alter or affect in any way any other portion of the FUA. All other terms of said FUA remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and District Board approval.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

5/31/22

Date



Lee Yang
Superintendent
Urban Charter Collective

Date

Jorge Aguilar
Superintendent
Sacramento City Unified School District



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1m

Meeting Date: June 23, 2022

Subject: Approve 2022-2023 Adult Education Calendar

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

Division: Human Resource Services

Recommendation: Approve 2022-2023 Adult Education Calendar

Background/Rationale: The Adult Education Calendar for 2022-2023 provides staff, students, parent and community member the opportunity to plan for the school year.

Financial Considerations: None

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

Documents Attached:

1. Sacramento City Unified School District Adult Education Calendar 2022-2023

<p>Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
2022 - 2023 ADULT EDUCATION CALENDARS

177 DAY STUDENT CALENDAR

(180 day work calendar includes 3 additional professional development days)

A. Warren McClaskey Adult Center and Charles A. Jones Career and
 Education Center

177 Day Calendar

First Semester: 89 Teaching Days (September 1, 2022 – January 27, 2023)

- First Day of Instruction for Fall Semester Thursday, September 1, 2022**
- Labor Day Holiday Monday, September 5, 2022
- Veterans Day Holiday Friday, November 11, 2022
- Thanksgiving Holidays Monday, November 21, 2022 – Friday, November 25, 2022
- Winter Holidays Monday, December 26, 2022 – Friday, January 6, 2023
- Martin Luther King Jr Day Monday, January 16, 2023
- Last Day of Instruction for Fall Semester Friday, January 27, 2023**

Second Semester: 88 Teaching Days (January 30, 2023 – June 12, 2023)

- First Day of Instruction for Spring Semester Monday, January 30, 2023**
- Lincoln Day Holiday Monday, February 13, 2023
- Presidents’ Day Holiday Monday, February 20, 2023
- Spring Holidays Monday, April 3, 2023 – Friday, April 7, 2023
- Memorial Day Holiday Monday, May 29, 2023
- Last Day of Instruction for Spring Semester Monday, June 12, 2023**



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1n

Meeting Date: June 23, 2022

Subject: Approve Resolution No. 3278: Resolution Declaring the District's Intention to Sell Surplus Real Property and Directing Staff and Consultants to Proceed with Sales Process

- 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: Approval of Resolution No. 3278: Resolution Declaring the District's Intention to Sell Surplus Real Property and Directing Staff and Consultants to Proceed with Sales Process

Background/Rationale: The District and the Board are in the process of evaluating and completing the sale of the Old Marshall site located at 2718 G Street, Sacramento, CA 95816 (the "Property"). As per prior resolutions and the Board's direction, the District sought a waiver from the State Board of Education of specified sections of the Education Code to approve the District's use of a Requests for Proposals ("RFP") process and maximize the return on the sale of the Property. After receiving the responses to the RFP, the District entered into an Exclusive Negotiating Agreement with Mogavero Architects, and Bardis Homes ("Mogavero/Bardis") to evaluate and negotiate a potential sale of the Property. As a result of such negotiation the District and Mogavero/Bardis have come to an agreement regarding the sale of the Property.

Therefore, in accordance with Education Code §17466 the Board will consider adopting the resolution attached to declare its intention to sell the Property. The resolution also directs that District staff and consultants are authorized and directed to proceed with the steps necessary or convenient to effect the sale of the Property in accordance with law and the terms of this resolution, including the filing of a Notice of Exemption stating that the sale of the Property is exempt from the requirements of the California Environmental Quality Act.

Financial Considerations: The District will receive \$1,970,000 from the sale of the Property.

LCAP Goal(s): N/A

Documents Attached:
1. Resolution No. 3278

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business & Operations Officer Approved by: Jorge A. Aguilar, Superintendent</p>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 3278

**RESOLUTION DECLARING THE DISTRICT'S INTENTION TO SELL SURPLUS
REAL PROPERTY AND DIRECTING STAFF AND CONSULTANTS TO
PROCEED WITH SALE PROCESS**

WHEREAS, the Sacramento City Unified School District ("District") is the owner of a former school site commonly known as Old Marshall site, located at 2718 G Street, Sacramento, CA 95816, APN 003-0202-001-000 ("Property"); and

WHEREAS, the Property is not, and will not upon the sale thereof at the time of delivery of ownership and possession, be needed for school classroom buildings; and

WHEREAS, this Board, adopted Resolution No. 2961, approving a proposed waiver ("Waiver") from the State Board of Education of specified sections of the Education Code to approve the District's use of a Requests for Proposals ("RFP") process and maximize the return on the sale of the Property; and

WHEREAS, on August 12, 2016, the District issued an RFP for the Property to advertise and solicit proposals from potential buyers, conditioned on approval of the Waiver by the State Board of Education; and

WHEREAS, as a result of the RFP, Mogavero/Bardis was selected to acquire and develop the Property and the parties entered into an Exclusive Negotiating Agreement; and

WHEREAS, the District and Mogavero/Bardis have negotiated the terms of a purchase and sale agreement; and

WHEREAS, the disposal of surplus real property is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312;

WHEREAS, this Board now wishes to proceed with the sale of said Property in a fashion that will maximize the return to the District.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, SACRAMENTO COUNTY, CALIFORNIA, AS FOLLOWS:

1. The foregoing recitals are adopted as true and correct.
2. The Property is surplus property that the District will not need for educational purposes at the time of delivery of ownership and possession.
3. Pursuant to Education Code section 17466, the Board hereby declares its intention to sell the Property in accordance with the terms of this Resolution.
4. District staff are hereby authorized and directed to give notice of the adoption of this Resolution by posting copies of the Resolution in three (3) public places within the District.
5. The disposal of said Property is found to be exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312. A Notice of Exemption regarding the disposal of said Property is hereby approved and the Superintendent (or his designee) is directed to file the Notice of Exemption, together with a certified copy of this Resolution, with the County Clerk of Placer County in accordance with the terms of CEQA and its implementing regulations.
6. District staff and consultants are authorized and directed to proceed with the steps necessary or convenient to affect the sale of the Property in accordance with law and the terms of this Resolution.

The foregoing Resolution was adopted this 23rd day of June, 2022.

President, Board of Trustees
Sacramento City Unified School District
Sacramento County, California

Attest:

Clerk, Board of Trustees
Sacramento City Unified School District
Sacramento County, California



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1o

Meeting Date: June 23, 2022

Subject: Approve Revised Board of Education Meeting Calendar for 2022-23

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

Division: Superintendent's Office

Recommendation: Approve revisions to the Board of Education meeting calendar for the 2022-23 school year to cancel the August 4, 2022, meeting and change the August 18, 2022, October 20, 2022, June 1, 2023, and June 15, 2023 Board meeting dates to August 11, 2022, October 13, 2022, June 8, 2023 and June 22, 2023, respectively.

Background/Rationale: The 2022-23 Board of Education calendar requires date changes.

LCAP Goal(s): Family and Community Empowerment

Financial Considerations: N/A

Documents Attached:

1. Board of Education Meeting Calendar for 2022-23

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent</p>

***Sacramento City Unified School District
Board of Education Meeting Calendar
2022-2023 School Year***

The Board of Education usually meets on the 1st and 3rd Thursdays of the month with Special Meetings called as needed. Meetings are held at the Serna Center Community Room, 5735 47th Avenue.

There are no regular Board Meetings in the month of July and only one in August, December, and January

<i>August 11, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>September 1, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>September 15, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>October 6, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>
<i>October 13, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>November 3, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>November 17, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>December 15, 2022</i> <i>4:30 Closed Session 6:30 Open Session</i>
<i>January 19, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i> <i>Annual Meeting</i>	<i>February 2, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>February 16, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>March 2, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>
<i>March 16, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>April 13, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>April 27, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>May 4, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>
<i>May 18, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>June 8, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	<i>June 22, 2023</i> <i>4:30 Closed Session 6:30 Open Session</i>	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Item# 11.1p

Meeting Date: June 23, 2022

Subject: Approve Local Control and Accountability Plan (LCAP) Parent Advisory Committee (PAC) Member Selection

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

Division: Continuous Improvement and Accountability Office

Recommendation: Appoint members to the LCAP Parent Advisory Committee for 2022-2024.

Background/Rationale: Education Code §52063(a)(2) requires the establishment of a parent advisory committee, that shall include parents or legal guardians of unduplicated students (low income, English learner, foster youth and homeless). Board members and the Superintendent each appoint PAC representatives for a two-year term. Members appointed in June 2022 will serve a term running from July 2022 through June 2024.

Financial Considerations: None

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

Documents Attached:

1. Summary of LCAP PAC Members to be Appointed (To be provided Monday, June 20, 2022)

<p><u>Estimated Time of Presentation:</u> N/A</p> <p><u>Submitted by:</u> Lisa Allen, Deputy Superintendent Steven Fong, LCAP/SPSA Coordinator</p>
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Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1g

Meeting Date: June 23, 2022

Subject: Approve 2022-23 School Plan for Student Achievement

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

Division: Continuous Improvement and Accountability Office

Recommendation: Approve the 2022-23 School Plans for Student Achievement (SPSA)

Background/Rationale: Each school participating in state and federally funded programs, per the Consolidated Application (ConApp), is required to develop or update its SPSA on an annual basis. The SPSA is a plan of actions to raise the academic performance of all students. The plan also addresses funding and proposed expenditures related to state and federal categorical programs.

Financial Considerations: Site plans outline goals and actions that will be supported with state and federal funds, as allocated to each respective site, and evaluated for effectiveness.

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

Documents Attached:

1. Copies of the SPSAs are available for review at: <https://www.scusd.edu/spsa>

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Lisa Allen, Deputy Superintendent, Kelley Odipo, Ed.D., State and Federal Programs Director</p> <p>Approved by: Jorge Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1r

Meeting Date: 06/09/2022

Subject: Approve English Learner Master Plan (DRAFT)

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

Division: Multilingual Literacy

Recommendation: Information only

Background/Rationale: The purpose of the English Learner Master Plan is to create equitable, coherent, and sustainable systems of English Learner (EL) services. The EL Master Plan will assist SCUSD in the development of equity-driven processes to build district-wide capacity to deliver research-based programs and practices that leverage English learner assets and address specific needs. In addition, the plan underscores the importance of building strong and effective family-community engagement systems to foster collaborative partnerships. Lastly, the EL Master Plan provides a roadmap to implement a local accountability model that ensures EL students' success.

The Multilingual Literacy Department staff used the EL Master Plan Playbook and other resources provided by the California Department of Education and the Sacramento County Office of Education to compile the draft master plan. This plan is SCUSD's commitment to providing English learners with the basic instructional services as mandated by federal and state law and supported by EL research to build a transformational system for SCUSD multilingual learners.

Financial Considerations: Title III Funds for duplication of plans for each school site.

LCAP Goal(s): Goals 1-4

Documents Attached:

1. English Learner Master Plan (DRAFT)

Estimated Time of Presentation: N/A
Submitted by: Dr. Olga L. Simms, Multilingual Literacy Director
Approved by: Jorge A. Aguilar, Superintendent



Sacramento City Unified School District

EL MASTER PLAN



SUPERINTENDENT

Jorge Aguilar

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MULTILINGUAL LITERACY DEPARTMENT

Dr. Olga L. Arellano-Simms, Director III

TBD, Coordinator II

Azarel Iniguez, School Principal and Contributing Member

Kao Lee, Management Information Technician

Patricia Rodriguez, Office Technician III

Cidelia Martinez, ELD Training Specialist

Toneiya Donkor, ELD Training Specialist

Melanie Bean, ELD Training Specialist

Tywanda Walker-Bolton, ELD Training Specialist

Scott Oltmans, ELD Training Specialist



A MESSAGE FROM
SUPERINTENDENT
JORGE AGUILAR

The Sacramento City Unified School District vigilantly works to identify, confront, and interrupt inequities that are inherent in – and hurtful to – public education and address opportunity gaps so that all students can reach their full potential. Our commitment to English Learner students is paramount to leveling the playing field and is treated as an ethical and legal obligation.

This Master Plan creates a road map for educators to provide English Learners the support they need to become proficient speakers and writers and, ultimately, vocal and active members of our community. The Master Plan will help us engage parents and families to ensure that learning continues at home while respecting and encouraging cultural traditions and beliefs of every English Learner household. In summary, SCUSD will develop an English Learner program that establishes the benchmark for success based on this value statement.

LEGAL FOUNDATIONS

The EL Master Plan in Sacramento City Unified School District has been developed based on federal, state and district compliance to provide students access to an equitable education.

Federal Law

US Constitution Fourteenth Amendment- Due Process and Equal Protection Clauses. No State shall “deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the law”.

Lau v. Nichols- In Lau v. Nichols (1974), the United States Supreme Court held that the San Francisco school system’s failure to provide supplemental English language instruction to 1,800 students of Chinese ancestry who did not speak English violated Title VI of the Civil Rights Act, 42 USC section 2000d. The Court stated that those students were thus denied a meaningful opportunity to participate in the public education program. Equal treatment is not accomplished by merely providing these students with the same facilities, textbooks, teachers, and curriculum; for students who do not understand English are foreclosed from a meaningful education.

Title VI of the Civil Rights Act of 1969: USC & 1703(f)-This statute recognized the State’s role in ensuring equal educational opportunity for minority students regardless of national origin. “No state shall deny education opportunity to an individual on account of his/her race, color, sex, or national origin, by...(f) the failure by an educational agency to take appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs.”

Castañeda v. Pickard- the United States Court of Appeals for the Fifth Circuit interpreted Congress’ use of the term “appropriate action” in the EEOA as an indication that state and local education authorities are to be given a substantial amount of latitude in choosing the programs and techniques they utilize to meet their legal obligations. This position allows local authorities to choose between such educational alternatives as sequential English immersion or bilingual education (simultaneous approach).

Where the appropriateness of a particular school system’s language remediation program is challenged under the EEOA, the Castañeda court set forth the following requirements:

- 1) The court must examine carefully the evidence concerning the soundness of the educational theory of principles upon which the challenged program is based;

- 2) The court must determine whether the programs and practices actually used by the school system are reasonably calculated to effectively implement the educational theory adopted by the schools;
- 3) The court must determine whether the school system has adopted a sound program for alleviating the language barriers impeding the educational progress of its students and made bona fide efforts to make the program work; in other words, the court will measure the program's success in terms of overcoming linguistic barriers.

Federal Law (continued)

Coordinated Compliance Review (Federal Program Monitoring)

EL 01 English Learner Advisory Council

EL 02 District English Learner Advisory Council

EL 03 English Learner Identification and Assessments

EL 04 Title III Plan

EL 05 School Plans for Student Achievement

EL 06 Title III Inventory

EL 07 Supplement, Not Supplant Title III

EL 08 Time and Effort Requirements

EL 09 Program Evaluation

EL 10 Reclassification

EL 11 Teacher EL Authorization

EL 12 Professional Development

EL 13 Parent Choice

EL 14 English Language Development

State Law

State Constitution-Due Process and Equal Protection Clauses

Proposition 58-Education Code Sections 300-335 [CA Ed.G.E. Code of Regulations and Education Code - Resources \(CA Dept of Education\)](#)

TABLE OF CONTENTS

- I. Chapter 1: English Learner Identification and Assessment
- II. Chapter 2: English Language Development Program
- III. Chapter 3: English Learner Monitoring and Reclassification
- IV. Chapter 4: English Language Development Designated and Integrated Instruction
- V. Chapter 5: Access to the Core Curriculum
- VI. Chapter 6: Staffing and Professional Development
- VII. Chapter 7: Standards, Assessment, and Accountability
- VIII. Chapter 8: Parent Involvement and Engagement
- IX. Chapter 9: English Learner Program Inclusion in the School Plan for Student Achievement (SPSA)

CHAPTER 1 OVERVIEW:

This chapter details Sacramento City Unified School District’s English learner policies and procedures for initial identification, assessment, and student placement in order to ensure the implementation of consistent and compliant processes. The federal laws regarding English Learner Identification and Assessment are detailed below. Specific information regarding types of English Learners and transfer students is provided, along with a description of professional development for staff and administration on initial identification, placement, and parental rights/informed choice.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

EL 03: EL Identification and Assessment

3.0 Each LEA must properly identify and assess all students who have a home language other than English. (EC sections 313, 60810)

3.1 At or before the time of a student’s initial California enrollment, an LEA shall conduct, in writing, a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. (5 CCR Section 11518.5[a])

3.2 If a parent or guardian HLS response indicates a primary or native language other than English, and the LEA determines the student is eligible for initial assessment, the LEA shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment. (5 CCR Section 11518.5[c])

3.3 The LEA shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student’s initial date of California enrollment.

(EC Section 313; 5 CCR Section 11518.5[d])

3.4 Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window.

(EC sections 313, 60810; 5 CCR sections 11306, 11518.15[a])

3.5 When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible to assess the pupil. (5 CCR Section 11518.25)

3.6 When a pupil's IEP team determines that the pupil has a significant cognitive disability such that the pupil is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the pupil shall be assessed as specified in the pupil's IEP.

(5 CCR Section 11518.30)

Identification, Assessment, and Placement

Step 1: Registration, Including Completion of Home Language Survey

Upon entry to the District, family members/ education rights holders (ERH) will complete the enrollment form online or at the District Enrollment Center. A Home Language Survey (HLS) ([Home Language Survey link](#)) is completed during initial enrollment, and the results are maintained in the district's student information system (Infinite Campus), and in the cumulative record.

New to California Schools: The SCUSD Enrollment Center staff explains the purpose and implications of the Home Language Survey to the family/ERH. The questions on the HLS are currently as follows:

1. Which language did your child learn when they first began to talk?
2. What language does your child most frequently use at home?
3. What language do you use most frequently to speak with your child?
4. Which language is most often spoken by the adults in the home?

If the answers to Items 1-4 or only Item 4 on the HLS are “English,” the child is classified as English Only or EO. The family/ ERH is notified of the results and provided an explanation of the placement options open to the student. EO students may apply to participate in the district’s Dual Language program.

If a language other than English is indicated in Items 1-3, the family/ERH is referred to the SCUSD Matriculation and Orientation Center (MOC). MOC provides translation services in SCUSD top five languages: Spanish, Hmong, Chinese, Russian, and Vietnamese. MOC assists with enrollment and hand scores the language assessment, the Initial English Language Proficiency Assessment for California (ELPAC), which is used for placement.

Previously enrolled in California Schools: Families/ ERH complete the same enrollment process as detailed above and Home Language Survey. However, if the student was previously enrolled in a school in California, the Enrollment Center or MOC consults the state student information system, CALPADS (California Longitudinal Pupil Achievement Data System). The student’s English Learner status, language, and most recent language proficiency scores are entered by the MOC technician into Infinite Campus.

Step 2: Initial Assessment and Classification Of Students

State regulations require that if the student’s Home Language Survey indicates that a language other than English is used at home, the student’s English language proficiency level must be assessed within 30 calendar days of initial enrollment. Trained personnel at MOC or the school site assess the student’s English language proficiency, preferably on the date of registration.

The assessment used to determine initial English proficiency is the state required English Language Proficiency Assessment for California (ELPAC). The ELPAC is a standardized language proficiency test designed to measure the language proficiency of non-native English speakers in four areas: Listening, Speaking, Reading, and Writing. Students receive a score for

each part of the test as well as an overall proficiency score. Classification of students are based on the following cut points:

Figure: 1.1 Initial ELPAC Score and Student Classification

Overall Score	Score Description	Student Classification
150 - 369	Novice English Learner	English Learner (EL) Limited English Proficient (LEP)
370 - 449	Intermediate English Learner	English Learner (EL) Limited English Proficient (LEP)
450 - 600	Initially Fluent English Proficient	Initially Fluent English Proficient (IFEP)

Enrollment Center/ MOC staff communicate the results via the Initial Parent Notification Letter. The assessment results are entered in Infinite Campus and maintained in the student’s English Learner folder which is located in the student’s cumulative file for future use in monitoring student progress and program evaluation. If an Individual Education Plan (IEP) states that a student is unable to take all or part of the ELPAC, the student will be given an alternative assessment in accordance with California Department of Education (CDE) regulations.

If the student is given the Initial ELPAC at the school site, the site must inform the family/ERH of program options using the Parent Notification Letter. The site must also send a copy of the letter to the Multilingual Literacy Department so that Infinite Campus can be updated.

On the basis of the initial ELPAC, students are classified as either Initial Fluent English Proficient (IFEP) or English Learner (EL).



Step 3: Parent Notification

The family/ education rights holder of the IFEP student is informed of the initial results and given program options of either Structured English Immersion or a Dual Language Program (if available at that grade level).

If the student is classified as an English Learner (EL), MOC or the school site notifies the family/ ERH and recommends appropriate program placement. Families/ ERH of ELs are notified yearly of their child’s program status and EL classification through the [Annual Parent Notification Letter](#).

Step 4: Initial Placement

First, the student are placed in the next sequential grade or the appropriate grade level based on age. Students are placed according to age when they have never attended school, have no transcripts, or attended school in a country that does not have a similar primary and secondary education system to the United States. The MOC is responsible for translating transcripts, while the school site/ counselor interprets and inputs course credits in Infinite Campus. The site must also verify that the student’s age corresponds with the grade level provided in Infinite Campus. If MOC is unable to translate the transcript, sites can request translation services through the Multilingual Literacy Department using the [linked Google form](#).

If the student does not enroll with transcripts, an oral interview is conducted at MOC or with a school site counselor. The family/ ERH can certify that the grade and course credits are correct. It is the site's responsibility to communicate with and assist the family/ ERH in obtaining an official transcript. All family/ ERH communication should be documented in Infinite Campus. Additional secondary placement guidance can be found in the English Learner/ RFEP Resources for Counselors document linked [here](#).

Students that enroll after their second year of high school may qualify for State Minimum Graduation Requirements under Assembly Bill (AB) 2121. Students at any time identified as Migratory or who qualify for a newcomer program are entitled to an exemption if they cannot complete SCUSD's graduation requirements by the end of their fourth year of high school. Students and families/ ERH are informed within fourteen days of enrollment if they qualify for AB 2121. The site has fourteen days from this initial notification to meet with the student and family/ ERH to sign the AB 2121 Exemption form indicating whether or not the student opts in for state minimum graduation requirements. Students must keep the AB 2121 Exemption form for post-secondary enrollment. Copies are also to be placed in the student's cumulative record folder and in Infinite Campus. Details on this process can be found in the SCUSD District AB 2121 folder linked [here](#).

World Language Considerations upon Enrollment:

English classes taken in the foreign countries count as world language classes—Language Other Than English (LOTE)—by the California UC and CSU systems. This method for fulfilling world language requirements yields credits; the students receives commensurate credit for the number of years of English taken.

All enrolling English Learners should also be offered the opportunity to take the World Language Proficiency Exam if one exists for their primary language. (See [this folder](#) for more information about this process and the list of languages available.) The exam assists with placement in a world language program and provides high school credit for the language skills that students already possess. This method for fulfilling world language requirements can yield 10, 20, 30, or 40 credits in a Language Other Than English (LOTE), depending on exam performance, with a grade of "A." Students who complete the equivalent of 6th grade in a foreign country where a language other than English is used for instruction are automatically considered to have fulfilled the Language Other Than English (LOTE) requirement for graduation and the UC and CSU systems. This method for fulfilling the world language requirement does not currently yield credits so should be the last option.

State Seal of Biliteracy: All students who speak a language other than English and/ or take world language courses should be encouraged to follow the Pathway to Biliteracy and earn the State Seal of Biliteracy (more information at <https://www.californianstogether.org/multiple-pathways/>).

The California State Seal of Biliteracy certifies attainment of a high level of proficiency in two or more languages for graduating seniors. Sites and graduating seniors will be notified by the Multilingual Literacy Office of their qualification for the Seal after first semester grades have been posted.

- The English criteria for the State Seal of Biliteracy includes:
 - Completion of all English language arts requirements for graduation with an overall grade point average of 2.0 or above.
 - Passing the California Standards test in English language arts administered in grade 11 at the proficient level or above.
 - For English learners not reclassified, attain the overall early advanced level on the English Language Assessment Proficiency test for California (ELPAC)
- The criteria for proficiency in a language other than English is one of the following:
 - Passing a World Language Advanced Placement examination with a score of 3 or higher
 - Passing an International Baccalaureate examination with a score of 4 or higher
 - Successful completion of a four-year high school course of study in a world language and attaining an overall grade point average of 3.0 or above
 - Passing a school district language exam that, at a minimum, assesses speaking, reading and writing passing at a proficient level or higher (SCOE Language Exam)
 - Passing the SAT II world language examination with a score of 600 or higher

Step 5: Program Placement

SCUSD offers two instructional program models for English Learners: Sheltered English Immersion (SEI) and Alternative Bilingual.

- **Sheltered English Immersion (SEI)** is recommended for ELs who score at the Novice level on the initial ELPAC or score a 1 or low 2 on the summative ELPAC. In a SEI classroom, teachers use the Grade-level California English Language Development (ELD) standards to promote the rapid acquisition of English for ELs who have not yet developed basic listening and speaking proficiency and lack the foundational reading

and writing skills needed to succeed in an English Language Mainstream (ELM) classroom. In TK-6, SEI is offered during the school day during a protected time using integrated and designated ELD instructional pedagogy. In grades 7-12, SEI is offered through the Newcomer Pathway that is detailed in the [ELD Newcomer Guidance Guide](#).

- **Designated ELD (English Language Development):** English learner students in a SEI model receive regular, designated ELD targeted at their proficiency level and based on Parts I, II and III of the CA ELD standards (CA ELD standards, 2012; CA ELA/ELD framework, 2014). The amount of ELD time will vary based on grade level and level of English proficiency.
- **Integrated ELD (English Language Development):** English learner students in an SEI model also receive regular, integrated ELD during their core instruction that is based on Parts I and II of the CA ELD standards. These lessons are more frequent and often shorter than designated ELD lessons, and should be provided whenever EL students need support with the language of the core lesson. Depending on grade level and content, students should receive at least three integrated ELD lessons per week, at a minimum. Teachers and leaders will receive professional learning on ELD instruction, which will be part of the Professional Learning on Universal Design for Learning.
- **Alternative Bilingual** programs are available to all English Learner and English Only students. Dual Immersion (DI) programs are currently available in Spanish, Chinese, and Hmong. They are designed to promote high levels of biliteracy in English and a target language. Transitional Bilingual Education (TBE) is currently only available in Spanish. It is designed to use the primary language to teach content and maintain literacy while promoting proficiency in English.

Annual Assessment

For as long as students are enrolled in EL programs, they must be assessed annually per federal law. Students take the Summative ELPAC annually until they meet all the criteria for reclassification. Reclassification, or exiting EL programs, is detailed in Chapter 3.

Staff who administer the ELPAC must follow the guidance on the appropriate use of universal tools, designated supports, and accommodations described in Individualized Education

Programs (IEPs). All staff who administer the ELPAC must be trained through the Strategy and Innovation Department. ELs with IEPs must take the Summative ELPAC unless specified in their IEP. Sections of the ELPAC not substantially affected by the student's disability must be administered. The Alternate ELPAC (for ELs with IEPs) will be field tested in Spring 2022.

ELPAC scores are uploaded into Infinite Campus under the Assessments tab and can be accessed by sites, students, and families.

Corrections to the Home Language Survey

In cases where families or staff fill out the Home Language Survey (HLS) incorrectly, resulting in an inappropriate administration of the Initial ELPAC and designation as EL, may, between the time of the Initial ELPAC (usually summer or fall) and the Summative ELPAC (usually beginning in February and ongoing through June), petition the Multilingual Literacy Office to have their HLS changed. Infinite Campus and CALPADS must be updated as soon as a decision is made. However, once a student takes the Initial ELPAC, they must meet all the criteria for reclassification to exit EL services.

In cases where an HLS indicates a student is EO but staff believe the student needs EL services because of their language proficiency, the Multilingual Literacy Department collaborates with the site to adjudicate the language fluency of the student. In alignment with state regulations, the site must provide evidence that includes:

- Results of at least one literacy assessment administered to the student that demonstrates the student's language proficiency level: ex. SBAC, district interim assessments;
- Report card results, if available;
- Student Oral Language Observation Matrix (SOLOM) administered by the child's teacher;
- Teacher statement including anecdotal evidence collected by the classroom/ ELA teacher.

If the Multilingual Literacy Department determines that there was no error to the HLS, the site should request a Student Study Team meeting to address the student's language fluency. If it is determined that there is reason to suspect that the student is an EL:

1. The Multilingual Literacy Department make the changes to the HLS fields, home language field, and provides a comment on the Assessment page in Infinite Campus. They also ensure that the student's home language is changed in CALPADS, and the student's status is changed to TBD in CALPADS.
2. The Multilingual Literacy Department then has ten days to notify the family/ ERH in writing that the site will administer the initial ELPAC to determine the language proficiency and classification.

3. If the student does not meet the criteria for Initial Fluent English Proficient (IFEP), the District classifies the pupil as EL and notifies the parent using the legally required Initial Parent Notification Letter.

Parent’s Right to Opt Out of Instructional Programs but not the annual language proficiency assessment

- 1. Opting out of EL Services:** Families/ ERH have the right to opt their children out of daily Designated ELD, but opting out runs counter to best practice. If a family/ERH opts out of Designated ELD, schools will continue to do the following:
 - a. Provide Integrated ELD which includes meaningful access to the core curriculum for all EL students.
 - b. Carefully monitor EL progress in the acquisition of English.
 - c. Alert the ELs’ family/ERH and provide additional support if they are not meeting minimum progress expectations.
 - i. All of these features are part of the baseline EL program that all teachers and sites must be able to provide per the U.S. Department of Education’s English Learner Tool Kit ([Chapter 7](#)).
- 2. Requesting a Language Program:** Families/ ERH may request a language program by contacting their site administrator and/ or the Multilingual Literacy Department. If, during the last three years, a total of twenty families/ ERH of students at the same grade level or thirty in the school request a particular language program, the District must follow a time-bound process to consider how the request of the group can best be accommodated, including the feasibility of providing the program at the site. The form to request a language program is [linked](#) and can be found on the SCUSD Multilingual Literacy Resources webpage: <https://www.scusd.edu/pod/multilingual-literacy-resources>.
- 3. Annual Language Proficiency Tests Required for all ELs:** ELs must continue to take the annual Summative Language Proficiency Assessment every year until reclassifying as RFEP. Families/ERH may not opt students out of ELPAC testing as it is a federal requirement.

English Learner Typologies

SCUSD recognizes that there is no single EL profile and no one-size-fits-all approach that works for all English learners. Programs, curriculum, and instruction must be responsive to

different EL student characteristics and experiences. These generalized definitions of language groups are used throughout the chapters of the SCUSD EL Master Plan. Please note that students with disabilities under IDEA or Section 504 may fit into any of the language groups below (EL Roadmap Principle 1 Assets Oriented).

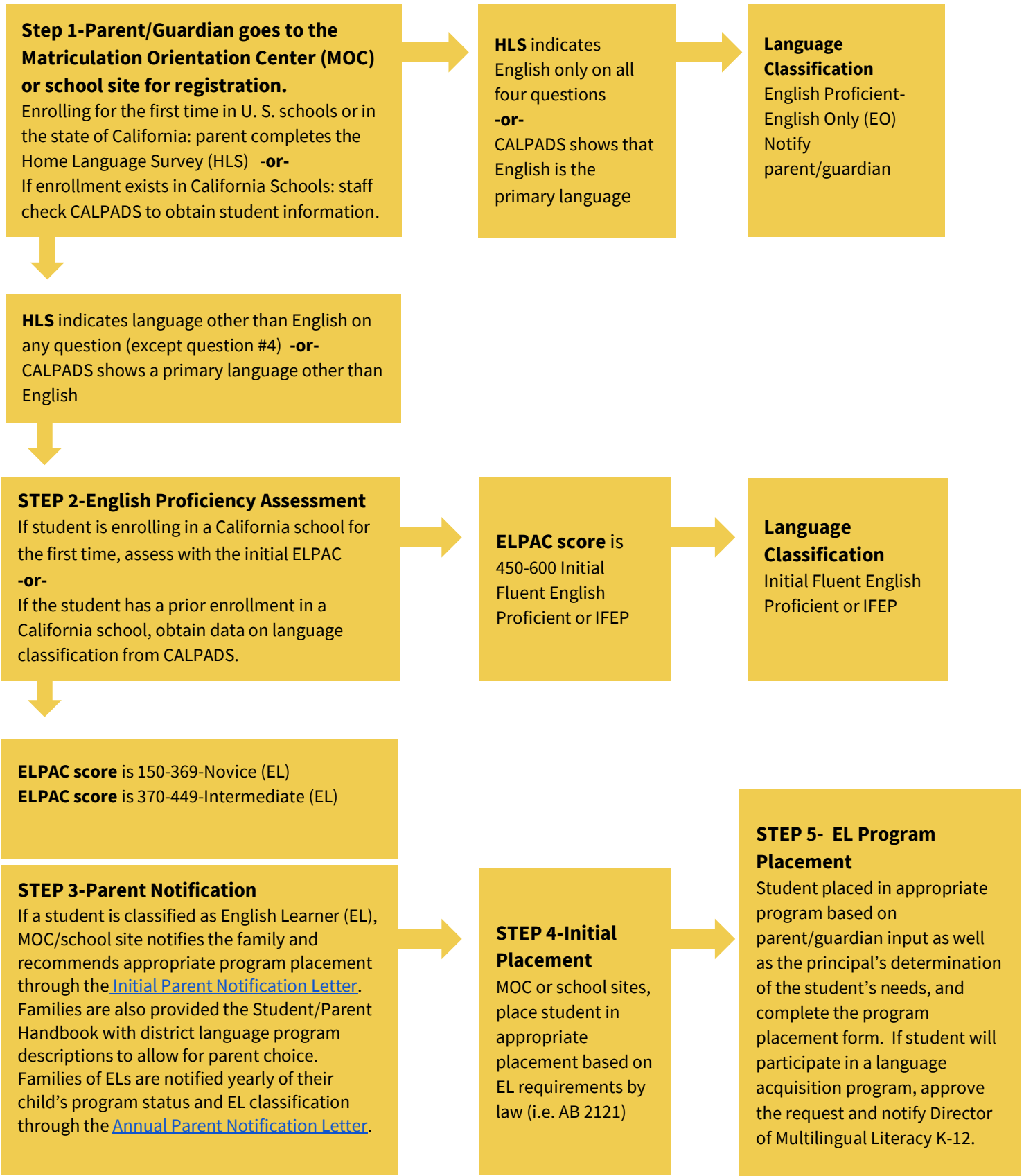
1. English Learner (EL): Designation for a student whose first language is not English and who is in the process of acquiring fluency in social and academic English.
 - a. Recently Enrolled EL: Designation for a student who has been enrolled in U.S. schools for two years or less and may or may not be a newcomer student. For example, ALL kindergarten ELs are recently enrolled ELs, but not all are newcomers.
 - b. Progressing EL: Designation for a student who has been enrolled in US Schools at least two years but not more than six years, and is demonstrating adequate progress in language and academic development.
 - c. Long-Term EL (LTEL): Designation for a student who has been classified as an EL for more than 6 years and is not demonstrating adequate progress in language and academic development.
 - d. EL At-Risk of Becoming an LTEL: Designation for a student who has been enrolled in US schools more than two years but not more than 6 years, and is not demonstrating adequate progress.
 - e. Newcomer: Newcomers were not born in the U.S. and they have been in U.S. schools for two full school years or less. Newcomers should receive the most intensive support in years 1 and 2, but should be monitored for up to four years. Generally, TK, K, and 1st grade students who are also newcomers will not receive specialized newcomer services but targeted instruction within their regular classroom.
 - f. Student with Interrupted Formal Education (SIFE): Designation for a student who comes from a home in which a language other than English is spoken and entered a United States school after the second grade; had at least two years less schooling than their peers; functions at least two years below expected grade level in reading and mathematics; and may be preliterate in their first language.
 - g. Refugee/Asylee: Student forced to leave their country in order to escape war, persecution, or natural disaster.
 - h. Unaccompanied Immigrant Youth: Child who crosses the U.S. border without a parent or guardian and is apprehended by immigration officials. Once unaccompanied immigrant youth are released to a sponsor, their sponsor is required to enroll them in U.S. schools.
2. Initial Fluent English Proficient (IFEP): Designation for a student who tests proficient on the initial ELPAC.

3. Reclassified Fluent English Proficient (RFEP): Designation for a former EL student who has met the criteria to be “reclassified” as fluent English proficient. RFEP students must be monitored for four years after reclassification, using the [SCUSD Reclassification Follow Up Form](#). Students qualify for reclassification once they meet all of the following current district criteria:
 - a. ELPAC Overall Score of 4;
 - b. ELA SBAC Score of Nearly Met or Met or another district mandated ELA standardized assessment;
 - c. Teacher recommendation: 2 or higher in the elementary English Standards or a C- or higher in secondary ELA courses;
 - d. Parent Consultation.
4. Migratory Youth: Student who changes schools during the year, often crossing school district and state lines, to follow work in agriculture, fishing, dairies, or the logging industry. Migratory youth may or may not be English Learners.
5. English Only (EO): Designation for a student whose only home language is English.
6. Heritage Language Speaker: Designation for a person studying a language who has some proficiency in or a cultural connection to that language through family, community, or country of origin. Heritage language learners have widely diverse levels of proficiency in the language (in terms of oral proficiency and literacy) and of connections to the language and culture.

Professional Learning for Staff and Administrators on Initial Identification, Placement, and Parental Rights/ Informed Choice

SCUSD provides ongoing professional learning for administrators and staff on legal requirements and district procedures relating to the implementation of this English Learner Master Plan including: initial identification, placement options and procedures, parental rights, and informed choice. Those who should participate in the PL include, but are not limited to, district and site administrators, teaching staff including special education teachers and staff, district Enrollment Center staff, staff members who work with English Learners’ student records, office staff members responsible for registration, training specialists, paraeducators, and other support staff as necessary. Training for site staff should be set up by administration to take place annually prior to the opening of school and/or when new staff members have been employed.

Figure 1.2: Initial Assessment, Identification, and Placement Process



CHAPTER 2 OVERVIEW:

Sacramento City Unified School District’s goal is to provide a comprehensive English Language Development program of study for English Learners in grades K-12. As part of the District’s commitment to provide all students with 21st Century academic, linguistic, and intercultural skills, Chapter 2 provides research-based guidelines for district personnel to implement high quality programs and instruction for English Language Development across the disciplines. The following chapter correlate with the California English Learner Roadmap including alignments to the California curricular frameworks for the variety of typologies of English Learners.

Federal Program Monitoring Corresponding Items

VII-EL 14: ELD

VII-EL 14. As part of the core program provided through general funds, each English learner must receive a program of English language acquisition in order to develop proficiency in English as rapidly and effectively as possible, consistent with state priorities. (20 U.S.C. §§ 1703 (f), 6825 (c)(1)(A); EC §§ 300, 305, 306, 310, 313.1 (b); 5 CCR § 11302(a); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

Evidence:

*ELD course/curriculum descriptions**

Description of core ELD courses and curriculum used in the core in middle grades.

*ELD daily/master schedule daily**

ELD schedule for self-contained classes; master schedule containing ELD classes for middle and high school per site reviewed.

*ELD instructional materials**

*ELD instructional materials list for both core and supplemental programs. ELD placement criteria**

Overview and Guidelines for English Language Development Instruction

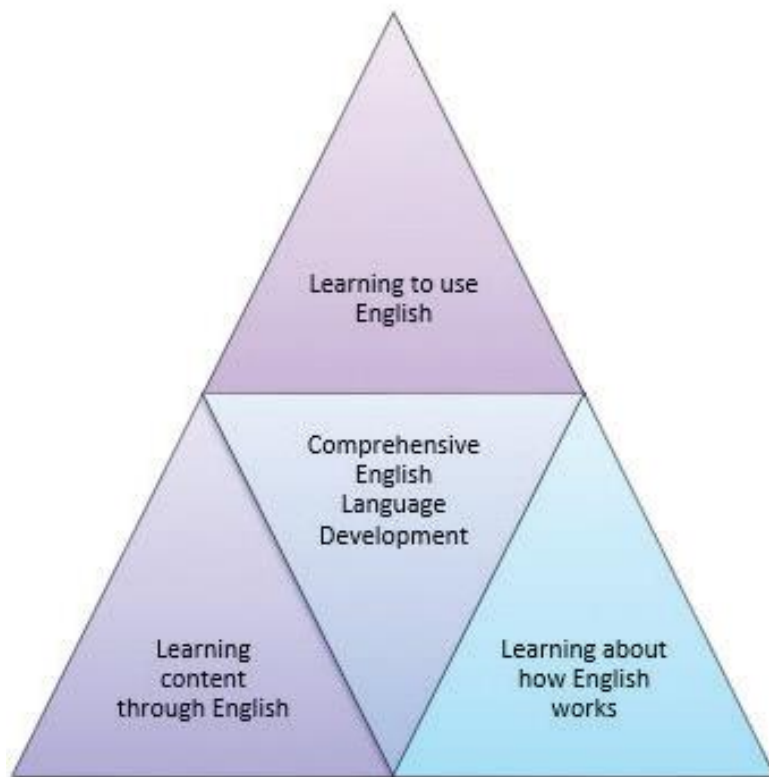
“Regardless of the ways in which individual schools structure time for designated ELD, all ELs require both integrated and designated ELD” (CA ELA/ELD Framework, Ch. 6 p. 547).

Sacramento City Unified School District implements a Comprehensive English Language Development Program in ALL program options for English Learners (see ELA/ELD Framework

Figure 2.19 below). The Comprehensive ELD Program is comprised of both Integrated and Designated ELD, is taught by fully qualified teachers of English Learners and is implemented in accordance with the California English Language Arts/English Language Development Framework (2014) as follows (Chapter 2, pp. 106-108; 115-116):

The purpose of language acquisition program is to support the needs of English Learners, who are challenged with learning grade-level content while also developing English Language proficiency. English learners **learn to use English** while they learn **content knowledge through English**. Further, English learners need to learn **how English works**. In order to support English learners in these interrelated areas of English learning, two types of ELD instruction are necessary and required. (5 CCR sections 11300([d]; 11309[c][1])

Figure 2.1 Three Interrelated Areas of Comprehensive EL



*Comprehensive ELD includes both integrated and designated ELD.

Sources

Halliday, Michael. A. K. 1978. Language as Social Semiotic. London, UK: Edward Arnold.

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Designated and Integrated ELD

Designated ELD and Integrated ELD, together provide English learners with a comprehensive instructional program which gives them equitable access to grade level learning.

- “Designated ELD is a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge abilities needed for content learning in English.” (English language Arts/English Language Development Framework for California Public School, 2014, p. 115)
- Integrated ELD is taught throughout the day and across the disciplines. All teachers with ELs in their classrooms should use the CA ELD Standards in addition to their focal CA CCSS for ELA/Literacy and other content standards to support their ELs’ linguistic and academic progress.

All language acquisition programs are required to include both Designated and Integrated ELD instruction for English learners. (5 CCR sections 11300([d]; 1309[c][1])

Figure 2.2: Designated and Integrated ELD Comparison

Designated ELD	Integrated ELD
<ul style="list-style-type: none"> ● CA ELD Standards are the focus 	<ul style="list-style-type: none"> ● CA Content Standards are the focus ● CA ELD standards used in tandem with CA Content Standards
<ul style="list-style-type: none"> ● Protected time ● Build into and from content instruction 	<ul style="list-style-type: none"> ● Within core content instructional time ● Access to CA Content Standards
<ul style="list-style-type: none"> ● Attend to English learners’ particular language development needs 	<ul style="list-style-type: none"> ● Scaffolds for subject matter vocabulary, linguistic patterns, and comprehension ensuring subject matter concept development

Designated ELD occurs daily as “a protected time during the school day when teachers use the CA ELD Standards as the focal standards in ways that build *into* and *from content instruction* in order to develop critical English language skills, knowledge, and abilities needed for content learning in English” (Framework Ch 2 P 91). In support of this goal, SCUSD supports teachers in designing rigorous content-based Common Core aligned lessons in which language is the focus. Support is provided through professional development at the

district level or at the school site level as requested by site administration. Lesson design adheres to the principles of effective instructional features of Designated ELD Instruction as outlined in the framework:

Figure 2.3: Essential Features of Designated ELD Instruction

ESSENTIAL FEATURES OF DESIGNATED ELD INSTRUCTION:

Intellectual quality

Academic English focus

- **Extended Language interaction:** during designated ELD, there is a strong emphasis on oral language development. Ample opportunities for students to communicate in meaningful ways using English is central. As students progress along the ELD continuum, these activities should also increase in sophistication.

Focus on Meaning

Focus on Forms

Planned and sequenced lesson events

- **Scaffolding:** Teachers contextualize language instruction, build on background knowledge, and provide the appropriate level of scaffolding based on individual differences and needs. Scaffolding is both planned in advance and provided just in time.
- **Clear Lesson Objectives:** Lessons are designed using the **CA ELD Standards** as the primary standards and are grounded in the appropriate content standards.
- **Corrective Feedback:** Teachers provide students with judiciously selected corrective feedback on language usage in ways that are transparent and meaningful to students. Overcorrection or arbitrary corrective feedback is avoided.
- **Formative Assessment Practices:** Teachers frequently monitor student progress, through informal observations and ongoing formative assessment practices, and they analyze student writing, work samples, and oral language production in order to prioritize student instructional needs.

-ELA/Literacy & ELD Framework Ch2 pg. 95-96

Integrated ELD is taught during regular lessons, throughout the day and across disciplines. Although the audience for integrated LD is English learners, all students benefit from lessons that make academic language demands more transparent to students. The ELA/ELD Framework states that “teachers focus on meaningful and engaging activities designed to build content knowledge before strategically delving into specifics about the language of the content.” (English Language Arts/ English Language Development Framework for California Public, 2014, p. 13) Students learn to think like a scientist, read like a historian, argue like a mathematician, and write like an author. Teachers derive instructional focus from two sets of standards taught in tandem: the CA core content standards and the CA ELD standards. Guidance for teaching integrated ELD in conjunction with the standards can also be found from the California Frameworks for Math, Science, ELA/ELD, and History/Social Science. To

ensure that integrated ELD lessons meet the academic language learning needs of all students, teachers typically use ELD standards at the *Bridging* level.

Effective Instructional Experiences for ELs throughout the day and across the disciplines:


- Are interactive and engaging, meaningful and relevant, and intellectually rich and challenging;
- Are appropriately scaffolded in order to provide strategic support that moves learners toward independence;
- Build both content knowledge and academic English;
- Value and build on primary language and culture and other forms of prior knowledge (Anstrom, and others 2010; August and Shanahan 2006; Francis, and others 2006; Genesee, and others 2006; Short and Fitzsimmons 2007)

Integrated and Designated ELD emphasize the need to align high quality instructional expectations with research-based instructional strategies, such as scaffolding and employing formative assessment. Educators use student’s culture, first language, and prior experiences to leverage and validate students’ knowledge and experiences in language learning and to maximize achievement.

Language Proficiency Levels

The 2012 California ELD Standards provides the expectations and descriptions of achievement at three levels of proficiency: **Emerging**, **Expanding** and **Bridging**. These standards address skills necessary within the collaborative, interpretative and productive communicative modes to become proficient on the CCSS. In addition, the standards call for the acquisition of linguistic resources to be able to understand how English is used to structure text orally or in print and to communicate clearly. Thus, Designated ELD focuses on developing skills to use English to “interact in meaningful ways” and on language itself to develop knowledge of how English works. These language levels are intended to support teachers in choosing appropriate standards for students during Designated ELD and for effectively scaffolding content instruction that maintains academic rigor.

Figure 2.4: Three English Language Proficiency Levels

Native Language	Emerging	Expanding	Bridging	Lifelong Language Learning
Students come to school with a wide range of home language resources that enrich their school experiences				Students who reach proficiency in English must continue to build breadth, depth and complexity in comprehending and communicating in English in a wide variety of contexts

- **Emerging:** Students at this level typically progress very quickly; they learn to use English to meet immediate needs and begin to understand and use academic language.
- **Expanding:** Students at this level increase their English skills in more contexts, learn a greater variety of vocabulary and linguistic structures, and apply their growing language skills in more sophisticated ways.
- **Bridging:** Students at this level continue to learn and apply a range of high-level English language skills in a variety of contexts, including comprehension and production of highly technical texts.

English learners at all proficiency levels are expected to engage in grade-level content with varying amounts of scaffolding. While these three proficiency levels are used for all students, the CA ELA/ELD Framework calls attention to two English learner groups that require unique English language development services. These are:

- **Newcomers:** Students who have been in U.S. schools fewer than two years are provided with specialized support to ensure their accelerated development of English, as well as their social integration into school.
- **Long-term English learners (LTELs):** English learners who have been in US schools for six or more years without meeting reclassification criteria face challenges as they encounter increasingly complex and rigorous coursework. Instruction for LTEL’s must simultaneously accelerate development of academic English and content knowledge in ways that are motivating and engaging.

Scheduling Designated ELD In Elementary

Designated ELD provides a targeted opportunity to focus intensely on the learning needs of English learners at their proficiency levels while addressing the language of the content that the students are engaged with during the other parts of the school day. Therefore, students are grouped by proficiency level for designated ELD and are NOT removed from core content instruction to participate in designated ELD. Sacramento City Unified School District requires this daily protected time as follows:

Figure 2.5: Elementary Minimum Minutes per Day of Designated ELD Instruction

Grades	Minimum Minutes per Day	Newcomers
K	20	40
1-3	30	60
4-6	30	60

*Integrated ELD occurs daily embedded within all core content area

Designated ELD may vary by school site and grade level based on a careful consideration of each site's unique population of English learners. Teachers and/or sites may group students by English language proficiency levels so that teachers can strategically target their language learning needs. Sites or grade levels with larger numbers of ELs may choose to regroup for designated ELD. Those with smaller student populations of ELs may choose to have individual classroom teachers work with small groups of ELs at an opportune time during the day. Below are possible models that can be used at individual school sites.

Figure 2.6: Models for Designated ELD

Examples of models for designated ELD (not exhaustive):

- *Homeroom – Teacher schedules a block of time (daily) to work with small groups by proficiency level (non-ELs engage in independent stations/small group work) within his/her class.*
- *School-wide Regrouping – School schedules a block of time (daily) to regroup students by proficiency level within a grade level (sometimes across a grade span – depending on #'s). Teachers collaborate to plan/adapt instruction.*
- *Pull-out – Rare. Consider for newcomers + ELD Specialist and/or very small numbers of ELs + ELD Specialist*
- *Combination (per grade level based on numbers of ELs)*

The following is also an example of a class schedule with daily designated ELD occurring daily in the morning. In this example, the teacher works in a small group with English Learners while the remainder of the students work on the morning journal activity. This is only an example. Each school site determines a schedule that efficiently supports their students. Integrated ELD is not highlighted in this sample class schedule, as this instruction is provided within the core content areas.

Figure 2.6: Sample Elementary Designated ELD Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
9:00-9:15	Class meeting	Class meeting	Class meeting	Class meeting	Class meeting
9:15-9:45	Morning Journal/ ELD	Morning Journal/ ELD	Morning Journal/ ELD	Morning Journal/ ELD	Morning Journal/ ELD
9:45-10:30	PE	Whole Class Comprehension/Close Reading	PE	Whole Class Comprehension/Close Reading	Library
10:30-10:55	Reading Groups	Reading Groups	Reading Groups	Reading Groups	Reading Groups
10:55-11:05	Recess	Recess	Recess	Recess	Recess
11:05-12:30	Reading Groups	Science	Reading Groups	Science	Reading Groups
12:30-1:15	Lunch	lunch	Lunch	Lunch	Lunch
1:15-1:30	Number Talks	Number Talks	Number Talks	Number Talks	Number Talks
1:30-2:30	Math /Groups	Math/Groups	Math/Groups	Math/Groups 1:30-2:10	Math/Groups
2:30-3:05	Writing	Writing	Writing		Writing
3:05-3:10	Clean-up/Dismissal	Clean-up/Dismissal	Clean-up/Dismissal		Clean-up/Dismissal

Scheduling Designated ELD in Secondary

At the secondary level, an EL student must receive designated ELD instruction daily. To satisfy this requirement, they must be enrolled in a designated ELD course or receive designated ELD within their core content area classes. The content area courses that provide designated ELD can be decided at the site level, but the minutes must be documented for the purposes of equity, accountability, and federal program monitoring. It is recommended that newcomer EL students be enrolled in at least two ELD courses indicated within the Newcomer Pathway course offerings. The secondary designated ELD minutes are as follows:

Figure 2.7: Secondary Minimum Minutes per Day of Designated ELD Instruction

Grades	Minimum Minutes per Day	Newcomers
7-8	Designated class period or at least thirty minutes	At least two designated class periods or an equal number of minutes
9-12	Designated class period or at least thirty minutes	At least two designated class periods or an equal number of minutes

*Integrated ELD occurs daily embedded within all core content area

Instructional Programs that serve English Learners

SCUSD offers three primary program models to support English Learners:

- Structured English Immersion (SEI)- A Structured English Immersion program is designed to promote the rapid acquisition of English for students who have not yet developed basic listening and speaking proficiency and who lack the foundational reading and writing skills needed to succeed in an English language mainstream classroom. The teacher utilizes curriculum and instructional practices based on sound theory and research on second language acquisition.
- Alternative Bilingual Programs
 - Dual Immersion (DI): In this model, students simultaneously develop literacy in two languages, English and another target language. Instruction in the target language and English vary in proportion by program. The Spanish program uses the 50/50 research based model. Within this model, native speakers of English and English learners are taught core content material 50% of the time in English and 50% in the target language.
 - The Chinese programs use the 80/20 model. Within this model, students are immersed in the target language 80% of the day and 20% in English in Kindergarten. In subsequent grade levels, the percentage of the target language is decreased by 10% and instruction in the English language is increased by 10% as students move up through the grade levels. Ultimately, the program is leveled at 50% target language and 50% English language instruction.
 - The Hmong program uses the 90/10 model. This program mirrors the Chinese program, except that the kindergarten language instructional ratio begins at 90% target language and 10% English Instruction.

During these two instructional times, the languages are kept separate and translation of materials is not provided. The teacher also serves as a language

model during each language time and only conversates with the students in the instructional language at the time. Native English speaking students serve as language models during the English time of day and the English learners serve as language models to the native English speakers during the target language time of day. Teachers in these programs use best practices in bilingual education to provide intensive amounts of language instruction in both English and the target language. Both English learners and native English speakers exit these programs with high levels of proficiency in both languages. Currently, seven elementary schools within our district offer a dual immersion program. The target languages are Spanish, Hmong, and Chinese.

Spanish

- Edward Kemble Elementary (k-3): 50/50 model
- Cesar Chavez Intermediate School (4-6): 50/50 model
- Bowling Green Chacon Charter School (k-6): 90/10 model

Hmong

- Susan B. Anthony Elementary (k-6): 90/10 model

Chinese

- Elder Creek Elementary (k-6): 80/20 model
- William Land Elementary (k-6): 80/20 model

- Transitional Bilingual Early Exit Program (TBE) are designed to use the primary language to teach content and maintain literacy while transitioning to literacy in English. While the primary goal of this program is proficiency in English, primary language literacy is encouraged and supported as well. Within this model, English learners receive language support in the primary grades and then are immersed fully in English in the intermediate grades. There is currently one school that offers this program model.

Spanish

- Ethel Phillips Elementary (k-3)

Newcomer Supports and Programs

The Newcomer Model addresses the needs and challenges of newcomer English Learners. These students are defined as students who are entering US schools for the first time. Newcomer students vary in the amount of education they have received in their primary language. Some are highly literate, while others have experienced interrupted formal education. The initial ELPAC indicates the student's English language proficiency level and

helps guide site and program placement. With this information, teachers provide newcomers the access to core content by providing integrated and designated ELD with instructional scaffolding according to their language proficiency level.

LTEL Supports

Long Term English Learners (LTEL) are students who have been identified as EL for more than six years and have yet not reclassified. LTEL students have specific academic needs that were not consistently or effectively met in their previous schooling.

Figure 2.8: LTEL students enrolled in SCUSD 2016-2020

School Year	Number of LTEL student
2019-2020	1839
2018-2019	3118
2017-2018	1890
2016-2017	1858

Research suggests that long term EL students require rigorous and high interest learning opportunities along with intentional and intensive supports in order to develop their academic discourse and literacy skills. A strong focus on academic reading and writing of informational texts is essential for accelerating these students’ academic language and literacy skills. In addition, many of these students have become disengaged and passive in the classroom. Specifically, they have not been effectively supported to develop needed discourse and literacy practices, nor have they been explicitly taught study skills and behaviors associated with academic success and engagement.

SCUSD schools use dynamic and innovative structures to support LTEL students such as flexible scheduling, looping, after school and weekend tutoring, summer school, and extended day. LTEL students are assigned a specific counselor, teacher specialist, or other faculty member to monitor their language development and assess their progress toward meeting grade-level literacy standards, becoming college and career ready, and exiting EL status. All ELs and their parents should meet at least semi-annually with this designated faculty member to review current progress, program placement, assessment results, and goals for meeting the exit criteria.

Program Expectations

The use of rigorous and relevant evidence-based research provides a foundation for English learner program design. A language acquisition program must ensure English acquisition rapidly and effectively, grade-level proficiency, and academic achievement in English. When the program model includes a target language, grade-level academic achievement must also occur in the target language. Regardless of the program model, each ELD placement is flexible. As soon as a placement has served its purpose for a student, the student should be moved to a more appropriate placement.

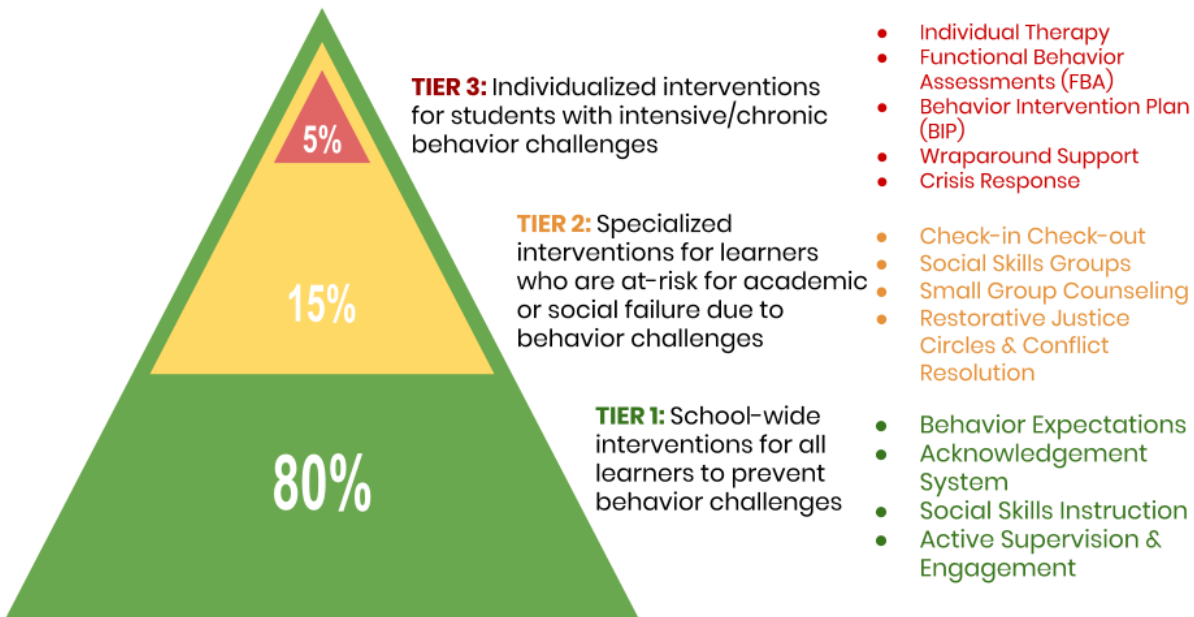
Students who master course and grade-level content standards are promoted to the next level or exited from the ELD program. Students who are not progressing as expected must be provided with additional support so that growth continues. Changes in ELD placement are decided by multiple measures: state language proficiency scores, classroom performance, content standards assessments, teacher recommendation, and/or parent request. In the secondary grades, master schedules should be built to allow fluidity of student movement. Students should not wait until the end of a semester or school year to move if a placement is no longer providing appropriate services.

Students' status as an English learner and/or their ELD program placement cannot exclude them from educational programs at school sites. English learners at the elementary level receive ELD instruction in their grade level class. At the secondary level, English Learners are enrolled in the academic academies, Linked Learning Pathways, Advanced Placement, or International Baccalaureate courses for which they qualify.

Interventions within MTSS

Principals and other site administrators are trained in Multi-Tiered System of Supports (MTSS) which is a systemic, continuous-improvement framework where data-based problem solving and decision making is practiced across all levels of the educational system for supporting all students. This framework simultaneously addresses students' academic achievement, behavior, and social emotional well-being. The intentional goal of MTSS is to intervene early (proactive approach) and support students who are at risk of falling behind. Teams made up of staff with diverse experiences and backgrounds convene at a regular interval, usually on a weekly basis, to discuss students that are identified as needing extra support in the areas of behavior, social/ emotional needs, and/or academics.

Figure 2.9: MTSS Model



Within the MTSS framework, there are three tiers of support.

- 1. Tier 1-** Universal instruction: high-quality classroom instruction that all students receive; All students participate in Tier 1.
- 2. Tier 2-** Targeted, group interventions: evidence-based supports provided to students who are identified as struggling;
- 3. Tier 3-** intensive, individualized interventions: wraparound services designed for high-risk youth with the most complex needs. These services aim to keep children and their families together through individualized services developed in a family-centered team planning process. The wraparound team is usually made up of members with whom the student has a positive relationship. The members can be anyone, from the custodian to the school principal.

School sites have a system of how teachers refer a student to the MTSS school team. Most likely, referrals begin after the first trimester/ quarter once there has been sufficient time for teachers to form relationships with their students.

Parent-Teacher Conferences are Tier 1 within the MTSS Framework but offer the opportunity to explore supports for the student and family. These meetings serve to discuss the child’s social and academic progress, classroom behavior, and attendance. The Multilingual Literacy Department recommends that the following topics be discussed at all EL parent/ ERH meetings (in primary language if applicable):

- Past CELDT scores (if applicable for older students);

- Current ELPAC scores;
- Report card review;
- Student progress towards reclassification
- Goal setting for reclassification: This goal will be revisited and reevaluated in second trimester/quarter. The goal setting document is to be kept in a student cum file. A copy, along with a copy of the report card, will be provided to the student's parent/ guardian.

These meetings can be offered in person, video call, or a home visit. However, if parents/ ERH fail to attend these conferences, at least three attempts need to be made to reach and reschedule with the family. These attempts should be documented in Infinite Campus. If all attempts fail, the site administrators should be notified, and they will make a fourth documented attempt. If the fourth attempt fails, the family will be referred to the Multilingual Literacy Department for further assistance.

Pathways to Biliteracy

SCUSD strongly urges students to strive for multilingualism, multiliteracy, and multiculturalism using the expanding opportunities that SCUSD provides. The language instruction models provide equitable access to rigorous coursework that embraces bilingualism and biliteracy. In addition to the bilingual programs we provide, the district also offers the California State Seal of Biliteracy. This program recognizes high school seniors who have proficiency in speaking, reading, and writing in one or more languages in addition to English. In 2016, California Superintendent of Public Instruction Tom Torlakson stated, *“This program recognizes high school graduates who have attained a high level of proficiency in speaking, reading, and writing, one or more languages in addition to English. The purpose of the seal include encouraging pupils to study languages and providing employers with a method of identifying people with language and biliteracy skills; strengthening intergroup relationships; affirming the value of diversity; and honoring the multiple cultures and languages of a community.”*

When SCUSD seniors qualify for the Seal, they are awarded a graduation cord and a golden seal from the California Department of Education for their diploma. The award is also noted on their high school transcripts so that institutes of higher education and future employers can recognize the assets these students bring.

Commitment to Special Education Services

English learners must have equitable access to the same education programs and services as English Only students, including special education services. In making a determination of eligibility for special education services, in no case will lack of English proficiency be a

determining factor for establishing that a child has a learning disability. [PL 108-446 614[b](5)[c].

A student may not be referred for special education services unless and until it can be established that the student has been provided with an effective instructional program and that research-based interventions, which have been implemented with fidelity over a significant period of time, have been confirmed not to work. In the case of English learners, three potential domains are to be considered: English language development instruction, core reading instruction, and academic instruction in the other content areas of the core curriculum. The district has adopted a tiered service-delivery model to ensure that English learners receive a complete and appropriate range of instructional services and interventions, through the general education program, prior to referral for special education.

The Student Study Team (SST) is the problem solving and coordinating structure that brings together students, their families/ERH, school staff, and community agencies to seek positive solutions for maximizing student potential. An SST referral can be initiated by the family/ EDH or a school staff member. The SST identifies academic and linguistic concerns, designs a positive course of action, and monitors the impact.

An English learner is referred for special education testing and services through the SST process. This referral only moves forward after the resources of the general education program have been utilized and confirmed to be insufficient or ineffective. The SST also consider the following factors:

- Length of time in the US and degree of adjustment and acculturation;
- History of prior schooling, including special education services;
- Teacher expectations for student outcomes;
- Instructional program inputs and interventions;
- Progress in English over time;
- Progress in reading (in English and/or in primary language);
- Interactions and behaviors in structured classroom settings and informal settings;
- Students strengths and interests;
- Cultural and affective considerations and individual differences.

The school site makes every effort to involve the parent/EDH in the SST process. All notification requirements are provided to the parent/ERH in a language they understand. In the event of a non-written language, the district uses an interpreter, where available, to communicate the contents of the notice orally to the parent.

If the SST moves forward with the referral for special education testing, the site develops an assessment plan for each English learner in accordance with district requirements, procedures and timelines. Wherever possible, assessments are conducted in the language in which the student is most proficient and conducted by trained bilingual personnel. As a general rule, assessment procedures include both formal and informal measures that focus on family background, developmental milestones, language use, health history, both in-class and out-of-class observations, language assessment in both English and the target language, and use of criterion-based measures. The assessment plan are communicated to the parent in a language they understand.

If a student is identified for special education services, an individualized education program (IEP) for an English learner with exceptional needs is developed, reviewed, and revised in accordance with district procedures. The site ensures that all parent/ERH notification is provided, where feasible, in the language the parent understands best and that appropriate support is provided to parents to ensure meaningful participation in the IEP development and monitoring process.

The IEP of an English learner must include:

1. As part of the statement of the student's academic achievement, an analysis of the relationship of academic performance to the student's proficiency in English;
2. A goal for English language development that includes the identification of specific standards (objectives) in oral language, reading, and writing that are to be met;
3. A description of how the ELD goal are to be met through use of differentiated instruction that is specially designed to meet the needs of English Learners;
4. A description of how the student's progress in ELD will be measured.

Each English learner who has been placed in a special education program must receive daily, specialized English language development instruction and access to the core curriculum using differentiated methodology. The IEP team determine how these services are to be delivered.

All special education staff who work with English learners must hold state or local authorization or be enrolled in training to complete approved coursework leading to certification. Teachers who provide special education services to students who are at the emerging level of English proficiency hold CLAD certification or be enrolled in a training program leading to authorization.

Gifted and Talented and Advanced Education

SCUSD works with school staff to identify students for participation in the Gifted and Talented Education (GATE) program considering a range of factors. Spanish speakers may demonstrate high levels of achievement in Spanish by meeting the same criteria on the Standards-based Tests in Spanish (STS) as English speakers show on achievement tests in English. For speakers of other languages, achievement may be substantiated by a collection of accomplished student work.

In secondary schools, lack of proficiency in English is not be a barrier to enrollment in specialty programs; courses that meet A – G requirements; academic academies; Linked Learning pathways; and/or or Advanced Placement, International Baccalaureate, and honors courses. Students can self-select these courses or be placed on the basis of teacher recommendation, based on sustained high-level work, with the concurrence of the counselor and principal.

CHAPTER 3 OVERVIEW

Chapter 3 provides information about state and district assessments used in Sacramento City Unified School District to monitor English Learner’s academic and linguistic progress and proficiency. This chapter also provides information about the district’s processes and procedures on reclassification.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

EL 03: EL Identification and Assessment

3.0 Each LEA must properly identify and assess all students who have a home language other than English. (EC sections 313, 60810)

3.1 At or before the time of a student's initial California enrollment, an LEA shall conduct, in writing, a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. (5 CCR Section 11518.5[a])

3.2 If a parent or guardian HLS response indicates a primary or native language other than English, and the LEA determines the student is eligible for initial assessment, the LEA shall promptly notify the parent or guardian, in writing, prior to the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment. (5 CCR Section 11518.5[c])

3.3 The LEA shall administer the ELPAC initial assessment to each student eligible for the initial assessment, locally produce the official score in accordance with the directions of the test contractor, and notify the parent or guardian, in writing, of the results of the initial assessment within 30 calendar days after the student's initial date of California enrollment.

(EC Section 313; 5 CCR Section 11518.5[d])

3.4 Each LEA must annually assess the English language proficiency (ELP) and academic progress of each EL. An LEA shall administer the ELPAC summative assessment during the annual summative assessment window.

(EC sections 313, 60810; 5 CCR sections 11306, 11518.15[a])

3.5 When administering an initial or summative ELPAC assessment to a pupil with a disability, the LEA shall provide designated supports or accommodations, in accordance with the pupil's individualized education program (IEP) or Section 504 plan. When a pupil's IEP or Section 504 plan specifies that the pupil has a disability that precludes assessment such that there are no appropriate accommodations for assessment in one or more of the domains (listening, speaking, reading, and writing), the pupil shall be assessed in the remaining domains in which it is possible

to assess the pupil. (5 CCR Section 11518.25)

3.6 When a pupil’s IEP team determines that the pupil has a significant cognitive disability such that the pupil is unable to participate in the initial or summative assessment, or a section of either test, even with resources, the pupil shall be assessed as specified in the pupil’s IEP.

(5 CCR Section 11518.30)

EL 10: Reclassification

10.0 Each LEA must reclassify a student from EL to proficient in English by using a process and criteria that includes, but is not limited to the following:

(a) Assessment of ELP.

(EC Section 313[f][1]; 5 CCR Section 11303[a])

(b) Teacher evaluation that includes, but is not limited to, the student’s academic performance. The term “teacher” refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the student. (EC Section 313[f][2]; 5 CCR Section 11303[b])

(c) Opportunities for parent opinion, consultation, and involvement during the reclassification process. (EC Section 313[f][3]; 5 CCR Section 11303[c])

(d) Comparison of student’s performance in basic skills against an empirically established range of performance in basic skills, based upon the performance of English proficient students of the same age, which demonstrates whether the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.

(EC Section 313[f][4]; 5 CCR sections 11302, 11303[d])

10.1 Regardless of the physical form of such record and to ensure transfer of documentation, each LEA must maintain the following in the student’s permanent record:

- (a) Language and academic performance assessments;
- (b) Participants in the reclassification process; and
- (c) Any decisions regarding reclassification. (5 CCR Section 11305)

10.2 Each LEA must monitor the progress of reclassified pupils for a minimum of four years to ensure correct classification, placement, and additional academic support, as needed.

(20 U.S.C. Section 6841[a][4][5]; 5 CCR Section 11304; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989)

Assessments to Monitor Student Progress

SCUSD and each site, as detailed in their Single Plan for Student Achievement (SPSA), monitors and regularly assesses the progress of all ELs, including those who have opted out of EL programs, in both English language proficiency (ELP) and content knowledge. This includes conducting an annual ELP assessment and, at least annually, measuring their performance in grade-level core content areas. Establishing rigorous monitoring systems that include periodic benchmarks allows sites and educators to monitor their ELs’ progress over time, determine when students are not making appropriate progress, and provide additional support to enable ELs to reach English proficiency and gain grade level content knowledge (CDE CA EL Roadmap Principle 3 System Effectiveness).

The California English Language Arts/English Language Development Framework (2014) details two purposes for assessment:

1. Formative (assessment for learning) is defined as the provision of “information about student learning minute-by-minute, day-to-day, and week-to-week so that teachers continuously adapt instruction to meet students’ specific needs and secure progress” (CA ELA/ELD Framework, 2014 – Chapter 8, p. 822).

2. Summative (assessment of learning) is intended to “provide information on students’ current levels of achievement after a period of learning has occurred” (CA ELA/ELD Framework, 2014 – Chapter 8, p. 823).

SCUSD monitors EL student academic and linguistic progress, at least annually, based on state mandated and district-adopted assessments. They include:

- State-mandated English language proficiency assessments: English Language Proficiency Assessment for California (ELPAC)
- State-mandated summative assessments for English Language Arts: Smarter Balanced Assessment Consortia (SBAC) in ELA in grades 3-8 and 11 as part of the California Assessment of Student Performance and Achievement (CAASPP) system
- District-adopted curriculum embedded formative and summative assessments aligned to Common Core State Standards (CCSS) for English Language Arts, Spanish Language Arts (for Transitional Bilingual Education and Dual Language), and the California ELD Standards for language proficiency from the following programs:
 - *Benchmark Advance* for Grades TK-6
 - *myPerspectives ELA* for Grades 7-11

Federal and State Assessment Compliance


Districts are required by state and federal law (California Education Code [EC] 313 and 60810) to administer an annual assessment of progress in English language proficiency for all students identified as English Learners. The current English language proficiency (ELP) assessment in California is the English Language Proficiency Assessment of California (ELPAC) and is aligned to the California 2012 English Language Development standards per state and federal mandate. It assesses students in four domains: Listening, Speaking, Reading, and Writing.

The California Assessment of Student Performance and Progress (CAASPP) assessment system was established as a result of the passage of California Assembly Bill 484 (2013). Student performance in grades 3-8 and 11 is assessed in English/ Language Arts using the Smarter Balanced Assessment Consortium (SBAC) summative assessments. State-mandated assessments are taken by all students regardless of their language classification; however, English Learners who have been in the United States for fewer than twelve months are exempt from taking the ELA portion of the CAASPP assessment.

All students participate in statewide assessments, with the exception of students who cannot achieve at or near grade level as identified by their Individualized Education Plan (IEP) (CA ELA/ELD Framework, 2014 – Chapter 8, p. 861). The California Alternate Assessments (CAAs)

for English Language Arts (ELA) is administered in grades 3-8 and 11. Only eligible students participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards (CCSS) for students with significant cognitive disabilities:

<http://www.cde.ca.gov/ta/tg/ca/altassessment.asp>

The California Department of Education and Educational Testing Service has developed the Alternate English Language Proficiency Assessments for California (Alternate ELPAC) for students with significant cognitive disabilities. The Alternate ELPAC is aligned to the 2012 California English Language Development Standards through the English Language Development Connectors (ELD Connectors). The ELD Connectors provide an aligned expectation of student's English language proficiency that has been reduced in depth, breadth, and complexity in order to be appropriate for students with the most significant cognitive disabilities. The ELD Connectors can be found in Appendix A of the [Alternate ELPAC Blueprints \(PDF\)](#) .

Beginning in the 2022-2023 school year, the Alternate ELPAC replaces all locally determined alternate assessments and, for the first time, provide a consistent, standardized measurement of ELP across the state for students with the most significant cognitive disabilities. For the 2021–22 school year, SCUSD administered their locally determined alternate assessment, while following state, county, and local health requirements. The Alternate ELPAC is monitored by the SCUSD Department of Strategy and Continuous Improvement.

The purpose of the Alternate ELPAC is twofold:

1. The Initial Alternate ELPAC provides information to determine a student's initial classification as an English learner (EL) or as initial fluent English proficient (IFEP).
2. The Summative Alternate ELPAC provides information on annual student progress toward ELP and supports decisions on student reclassification as fluent English proficient (RFEP).

District-Adopted Language Proficiency Assessments

In addition to state-mandated assessments, district-adopted formative and summative assessments are given during the year to monitor students' academic progress in English/Language Arts. SCUSD works in collaboration with the Sacramento City Teachers Association Assessment Committee to determine the type and maximum number of

assessments given yearly by subject area and grade level. The curriculum embedded assessments are taken in English in the Structured English Immersion (SEI), English Language Mainstream (ELM), and Dual Language programs, and in Spanish by students being instructed in Spanish reading in alternative program classrooms. These assessments are used to measure the progress of English language acquisition and standards mastery to ensure every student is on target for meeting district and state proficiency-growth expectations and to identify a need for intervention if progress is insufficient. These district assessments are also used for reclassification purposes when no CAASPP/SBAC data is available.

Use of Data for Instructional Planning and Services

Student summative district interim and state assessment results are maintained in electronic form in the district student information systems Illuminate and Infinite Campus. This system allows for the retrieval of information related specifically to the progress of English Learners, including enrollment patterns, language proficiency levels, instructional program placement, academic performance, and secondary grade-level course placement. This information is used for a variety of purposes, including (but not limited to) information that relates to reclassification; identification of students in need of a Student Study Team meeting (SST) to ascertain approaches for differentiated instruction and/ or a referral for special education testing; and informing students and their families/ ERH of their options to enroll in GATE, Honors, Advanced Placement, or International Baccalaureate courses.

Sites, professional learning communities (PLCs), and teachers should identify ELs, their ELPAC scores, and standardized test scores prior to the start of the school year and/ or when a new student enrolls. Monitoring student progress through formative and summative assessments in the domains of reading, writing, speaking, and listening assists with:

- Student academic, language, and reclassification goal setting
- Creating language objectives in lesson plans
- Gathering data for language goals required in Individualized Education Plans (IEPs)
- Small group formation and instruction
- Lesson creation and pacing
- Scaffolds and re-teaching
- Data for support services in general education classrooms
- Data for referral to GATE, special education, SSTs, Honors/ AP/ IB

Progress Expectations toward Reclassification

The tables below detail the anticipated language and academic progress English Learners make by the end of each school year toward reclassification. A student's first year in an instructional language program can happen at any grade level or at any English proficiency level. Cut scores for the CAASPP SBAC in ELA and the district interim assessments are communicated through the Strategy and Continuous Improvement Office.

Figure 3.1: EL Minimum Progress by Year of Enrollment and ELPAC Overall Score

	ELPAC 1	ELPAC 2	ELPAC 3	ELPAC Low 4	ELPAC Mid to High 4 and Reclassification
End of Year 1	Student A	Student B	Student C	Student D	Student E
End of Year 2		Student A	Student B	Student C	Student D
End of Year 3 or 4			Student A	Student B	Student C
End of Year 4 or 5				Student A	Student B
End of Year 5 or 6					Student A



Figure 3.2: End of Year Academic Indicators toward Reclassification

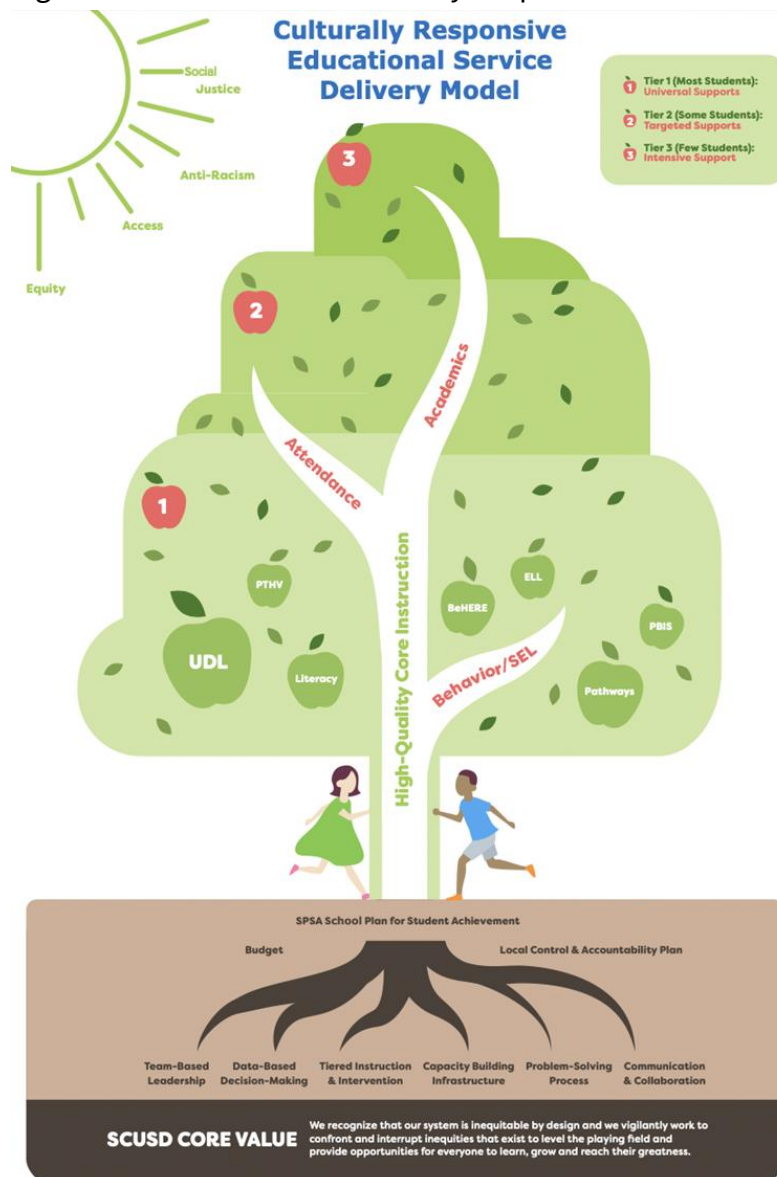
English/ Language Arts	TK-3: 1 - 3 or more grade levels below in Reading Record TK-6: Report Card Score approaching a 2 on ELA Standards 7-12: Report card grade approaching a C in grade-level English course	TK-3: 1 - 2.5 grade levels below in Reading Record TK-6: Report Card Score approaching a 2 on ELA Standards 7-12: Report card grade approaching a C in grade-level English course	TK-3: 1 - 2 grade levels below in Reading Record TK-6: Report Card Score approaching a 2 on ELA Standards 7-12: Report card grade approaching a C in grade-level English course	TK-3: 1 - 1.5 grade levels below in Reading Record TK-6: Report Card Score of at least a 2 on ELA Standards 7-12: Report card grade of at least a C in grade-level English course	TK-3: 1 to less than 1 grade level below in Reading Record TK-6: Report Card Score of at least a 2 on ELA Standards 7-12: Report card grade of at least a C in grade-level English course
CAASPP SBAC in ELA (Grades 3-8, 11)	Standards Not Met	Standards Not Met/ Nearly Met	Standards Nearly Met	Standards Nearly/ Met	Standards Nearly/ Met
District End of Year Interim	Standards Not Met	Standards Not Met/ Nearly Met	Standards Nearly Met	Standards Nearly/ Met	Standards Nearly/ Met

While grades and test scores are required for reclassification, they are not the only tools to measure a student’s language and academic proficiency. Sites and teachers can get a more accurate indication of an EL’s progress through the use of authentic and formative assessment with the use of goal-setting and reflection, portfolios, observations, student conferences, and performance-based tasks.

MTSS

Sacramento City Unified School District uses Multi-Tiered System of Supports (MTSS) for data-based decision making, problem-solving, and professional development to focus on quality instruction, identify student instructional needs, continually monitor student progress, and provide evidence-based interventions in order to maximize student achievement and to reduce behavioral problems (CDE, ELA/ELD Framework, Chapter 9, p. 913). MTSS is defined as a whole-school, data-driven, prevention-based framework for improving learning outcomes for EVERY student through a layered continuum of evidence-based practices and systems.

Figure 3.3: SCUSD MTSS Culturally Responsive Service Delivery Model



When an EL student is not meeting minimum progress expectations, teachers, principals and other educational partners craft a plan to accelerate student achievement. The Multi-Tiered Support System (MTSS) is a more comprehensive version of the Response to Intervention (RtI) approach outlined in the Individuals with Disabilities Act (IDEA) of 2004. It provides a strong framework for calibrating the type and intensity of assessment and instruction needed for all students, including ELs.

MTSS is also designed to avoid false identification of a specific learning disability, as an unfortunate pattern nationally shows ELs are over-identified for specific learning disabilities (SCUSD Systemic Review CCEE, 2020). Strong adherence to the MTSS model, along with clear protocols for referring ELs, will prevent this pattern in SCUSD (SCUSD Systemic Review CCEE, 2020).

The three tiers in the MTSS Pyramid detail the increasing support provided for students who are having difficulty with the core program. Tier 1 should meet the needs of 80% of ELs and covers the high quality assessment and instruction available to all ELs, including: Universal Design for Learning (UDL); small group work and differentiation; Integrated and Designated ELD for all ELs; Social-Emotional Learning (SEL); and newcomer support. Tiers 2 and 3 progressively increase the specificity and frequency of progress monitoring and instruction in support of students who are having difficulty with the core program. Tier 2 is typically necessary for 15% of students with Tier 3 necessary for 5% of students. In Tier 3, when time-bound growth goals are not met, students may be referred for testing for a learning disability in alignment with established referral protocols.

- Supporting Effective Tier 1 Instruction for ELs

Instruction for ELs is delivered by teachers knowledgeable about the process of acquiring a new or additional language and how to deliver culturally relevant content, literacy, and language instruction. In all core instruction, educators make subject-area content comprehensible to students as well as differentiate instruction according to students' language proficiency levels. Tier 1 instruction is enriched to address the ELs linguistic, sociocultural, and academic needs in a sustained, coordinated, and cohesive way.

Instruction in this context consists of high quality content supported by differentiated instruction and flexible grouping. Robust Tier 1 instruction includes attention to the language demands of a task: there is brief, but effective teaching of the language needed to fully participate in a lesson while using the context of the lesson to develop academic language through Integrated ELD. If the structures and routines to ensure meaningful academic language production and practice are absent in Tier 1 instruction, gaps will appear in EL achievement. These gaps may have little or nothing to do with learning

difficulty on the part of an EL student, and more to do with absent structures and routines. Rather than moving quickly to Tier 2 interventions that might include pulling students out of core instruction, the teacher and/or site should take action to ensure that robust Tier I instruction for ELs is in place.

There are several ways an individual teacher or a site can gather data, reflect on findings, and create action plans to ensure that Tier 1 instruction is fully supportive of ELs:

1. Take an inventory of the critical elements of the site's instructional program using the California English Learner Roadmap Self-Reflection Rubric: [English Learner Self-Reflection Rubric docx](#)
 - a. This rubric can measure which elements are strongly in place, which are missing, and which should be focused on in order to improve EL outcomes. For example, a site might decide to focus on strong implementation of the high impact language practices detailed in the California ELA/ ELD Framework such as: using complex text, fortifying complex output, and fostering interaction through academic discourse.
 2. Go through a similar process to inventory and celebrate strong Tier I site practices for ELs that showcase strategies such as co-teaching, coaching using the Teaching and Learning Cycle, department EL data dives for informed goal setting.
 3. Look at social, behavior, and emotional learning and Positive Behavioral Interventions and Supports (PBIS); sites can look at the whole child and use the tiered system of support, universal screening, and progress monitoring to develop positive instruction and intervention in social and academic behavior. These components ensure that teams look at the child's complete social-emotional history (e.g., educational, familial, health, immigration, trauma, etc.).
 4. Use the school's Single Plan for Student Achievement (SPSA) to engage teachers, the site administration, the Site English Learner Advisory Council (ELAC), and other education partners in cycles of data gathering, reflection, and action plans in support of effective Tier 1 instruction for ELs.
- Tier 2 and 3 Interventions
Tier 2 of an MTSS framework takes place in small groups (usually 3–5) who have not responded sufficiently to effective Tier 1 instruction. Tier 2 support is supplementary, because it is delivered in addition to the core content instruction. By gathering a variety of assessment data (e.g. classroom observations, review of student work samples, performance on common assessments), teams can target and support students in identified areas of need. Students' progress continues to be assessed through ongoing data collection (summative and formative) to determine the length of time they would benefit from receiving Tier 2 assistance.

Tier 3 of an MTSS framework is the most intensive level of supports. Tier 3 supports do not represent referral to special education services but represent strategic or intensive individualized supports designed to meet the specific needs of the smallest percentage of students who did not make adequate progress through previous interventions. Supports at this level are typically longer in duration, at a higher frequency, and/or delivered in a smaller group size and are provided by a highly qualified teacher with the skills necessary to support the needs of the student(s). Strategies may be the same as in Tier 2 but are more intensive and individualized.

Tiers are fluid, and the needs of students who demonstrate improved performance and skill development may require supports in any given tier that reflect individual needs and progress monitoring data reviewed through the problem-solving process. When a teacher, the Student Study Team (SST) and/or counselor determines an English Learner is having difficulty that requires Tier 2 or 3 support, stakeholders will craft an intervention plan in alignment with the SCUSD MTSS Pyramid that:

1. Is based on specific assessment data.
2. Has clear entry and exit criteria for participation in the intervention.
3. Provides frequent progress monitoring to ensure the effectiveness of the intervention (at least every 3 weeks in Tier 2 and at least every 1 week in Tier 3).
4. Provides systematic and explicit instruction with modeling, multiple examples and feedback.
5. Will be changed after 8 weeks or less if the student is not meeting time-bound goals.

In addition, the teacher, with support from the administration, will notify the family/ ERH of the intervention planned or include them in the SST. If a student is temporarily removed from core instruction, the student should be returned to core instruction as quickly and efficiently as possible. Sites are to describe its MTSS plan in the SPSA, including: the types of interventions that will be provided at the school; the process the school will use to identify EL students who need interventions and the process it will use to determine the type of instruction needed; and how the school will evaluate the effectiveness of the interventions.

The elementary team involved in crafting and implementing the MTSS plan must include the administration and site EL Coordinator. It may also include teachers, certificated staff, and Special Education staff. The same team will advise on the need for testing for a specific disability in concert with site and district Special Education staff. The student's teacher will lead both the crafting and implementation of the student's specific

intervention plan, with support from the principal, SST team, and the student's family/ERH. If and when an EL is identified with a specific learning disability, a certificated Special Education staff member will share monitoring of the Tier 3 plan in alignment with the student's IEP. At the secondary level, the same duties and responsibilities apply with the following difference: the student's ELD and core content area teachers will lead the crafting and implementation of Tier 1 and 2 interventions. Core content teachers include Math, Science, English, and History/Social Science.

MTSS for Dual Language Programs

Any student entering a Dual Language program after the end of first grade who is two grade levels below or more in reading in either language should be provided Tier 2 support with monitoring by the SST team until progress has been made.

Student May Not be Retained based on Language Proficiency

Retention is not an intervention. Research evidence indicates that the educational outcomes for ELs who are retained, including those retained at grades K and 1, are generally very poor in the long term. Retention should only be an option in special circumstances through the decision of a Student Study Team and consultation of the Multilingual Literacy Department. Before a student is considered for retention, the student's progress must be compared to his English Learner peers (ex: similar schooling, years in the US, formative and summative test scores) and the student must be given multiple intervention opportunities to accelerate learning. Language proficiency should never be a reason to retain a student, including newcomer students.

Identification of English Learners for Additional Services

English Learners have access to Special Education services just as all other students in the district. The process begins with a careful review by the Student Study Team of all referrals. This review includes second language surveys, SST Referral forms, modifications and interventions, review of student records, verification of current hearing and vision testing, a parent interview, and an interview with the student, if age appropriate. This review is required to determine if Special Education assessment is needed and to determine if the student's performance is reflective of expected patterns of the student's second language acquisition, based on schooling and time in this country, and that growth is being made. When it is determined that an English Learner needs to be assessed, testing is initiated upon parent's written approval. When appropriate, assessments will be conducted in the primary language of the student, or English, or both, making certain that cultural and linguistic differences are taken into consideration when determining eligibility.

Instructional decisions related to the student’s language acquisition status must be described in the Individualized Education Program (IEP). When a student qualifies for Special Education Services, linguistically and developmentally appropriate goals and objectives are written based on the student’s needs. The IEP will include goals that addresses English Language Development and supports access to the content areas through language instruction. In Special Day Classes (SDC), the Special Education staff provides ELD instruction to the English Learner. Bilingual Instructional Assistants may be assigned to provide direct primary language support to English Learners with an IEP per the EL Roadmap Principle 1E (English Learners with Disabilities) and The California Practitioners’ Guide for Educating English Learners with Disabilities; however, they may not provide designated English Language Development instruction.

Reclassification Criteria and Process

ELs are reclassified to fluent-English proficient (RFEP) based on the following multiple criteria, in alignment with California Education Code and the State Board of Education recommendations: Assessment of language proficiency, using an objective assessment instrument, including but not limited to, the state test of English language development (ELPAC); Teacher evaluation, including but not limited to, a review of the student’s academic standards mastery; Parent/ERH consultation; and comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age.

● Steps for Reclassification

- Step 1: Site administrators and/or EL Coordinator, with support and guidance from the Multilingual Literacy Department, will monitor EL progress toward attaining RFEP criteria. As part of on-going progress reporting, SCUSD informs families/ERH of the child’s progress toward meeting all RFEP criteria annually. The Multilingual Literacy Department sends a list to sites three times during the school year (October, February, and May) of students who meet the standardized test score requirements for ELPAC and CAASPP SBAC for ELA.
 - Students must receive an overall score of 4 on the ELPAC and meet the district cut score of Standards Nearly Met on the CAASPP SBAC for ELA in the same school year; SBAC cut scores vary depending on year and grade level and are determined by the SCUSD Assessment, Research, and Evaluation Office.
- Step 2: Site administrators/ EL Coordinator secure participation of the classroom or English/ Language Arts teacher with direct responsibility for teaching or placement decisions of the pupil (5 CCR 11303[b]). The Teacher recommendation is based on documented academic proficiency in the California English/ Language Arts Standards. Other factors not related to

academic success or English Language proficiency (grades, behavior, attendance, academic English production, etc.) should not preclude the student from reclassification. Teacher recommendations are documented in Illuminate.

- Grades K-6: Report card indicates that the student is approaching standards in all areas (with at least a score of 2) and is approaching or meeting grade level benchmarks in English (reading, writing, speaking, and listening).
- Grades 7-12: The student performs at or above grade level with a minimum grade of “C-” in English/ Language Arts on their most current report card and is approaching or meeting grade level benchmarks in English (reading, writing, speaking, and listening).
- Step 3: Sites provide notice to parents/ ERH of their right to review RFEP data, seek parent/guardian opinion and consultation, and encourage participation during the reclassification process (EC 313; 5 CCR 11303[c]). Parent contact may be made face to face, by telephone or letter and documented in Infinite Campus and Illuminate. Steps for encouraging family involvement in the process may include:
 - Communicating with families in their home language;
 - Meeting with parents of English Learners who are close to meeting reclassification criteria, to explain the process and steps needed to reach the goal;
 - Inviting families and students to a group meeting, such as ELAC, to explain that their child has met all the criteria to be reclassified, celebrate the accomplishment, and explain that staff will monitor their student’s academic performance for at least four additional years.
- Step 4: The Multilingual Literacy Department will use Illuminate to review all the student performance data, the teacher recommendation data, and any concerns raised by the parent/ERH. The Office may reach out to the site administrator to consult on their recommendations for reclassification. The student is then coded as reclassified (RFEP) in the district student information systems. This enables district and site personnel to monitor all reclassified students for a minimum of four years in order to ensure correct classification, placement, and additional academic support to ensure ongoing success in the mainstream program.

Figure 3.4: Roadmap to Reclassification Grades K-6

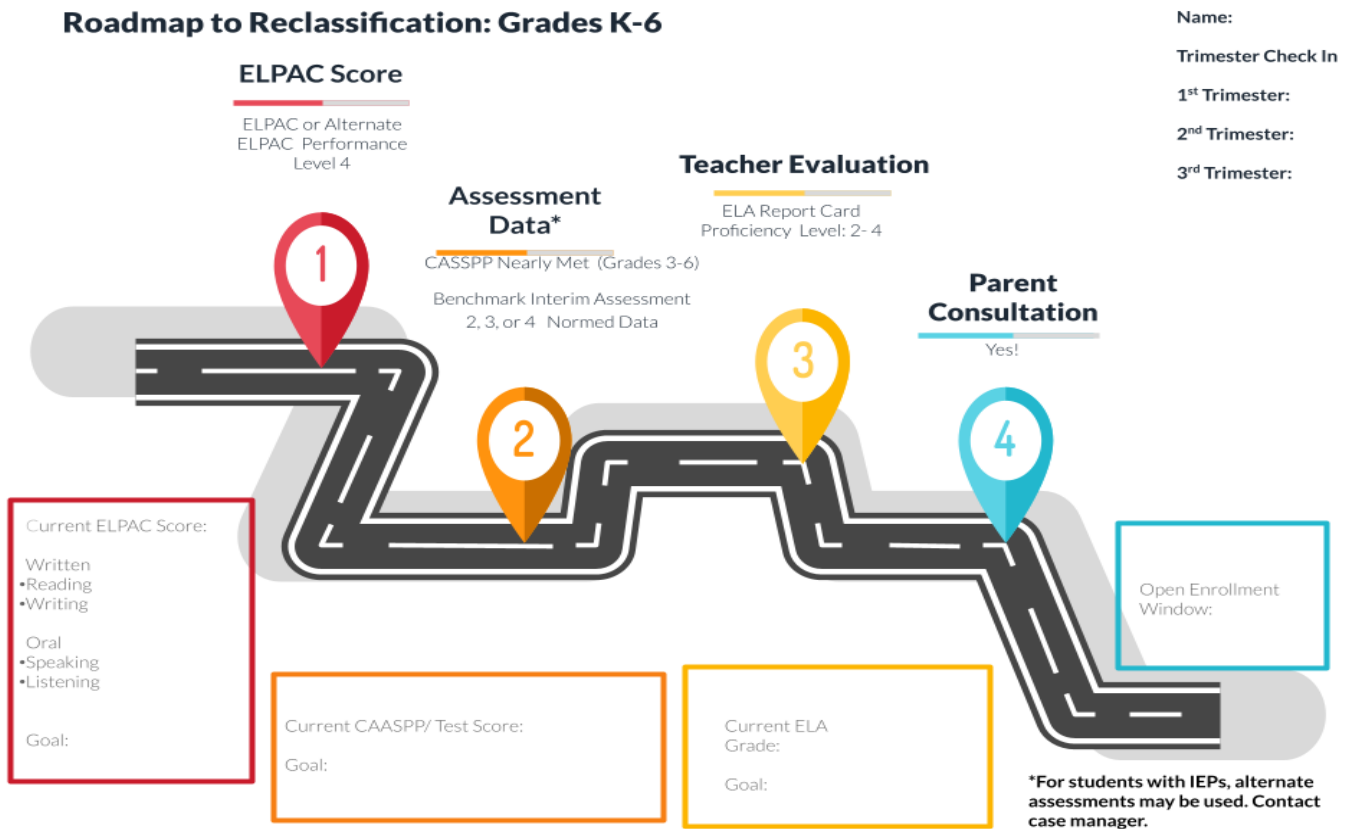
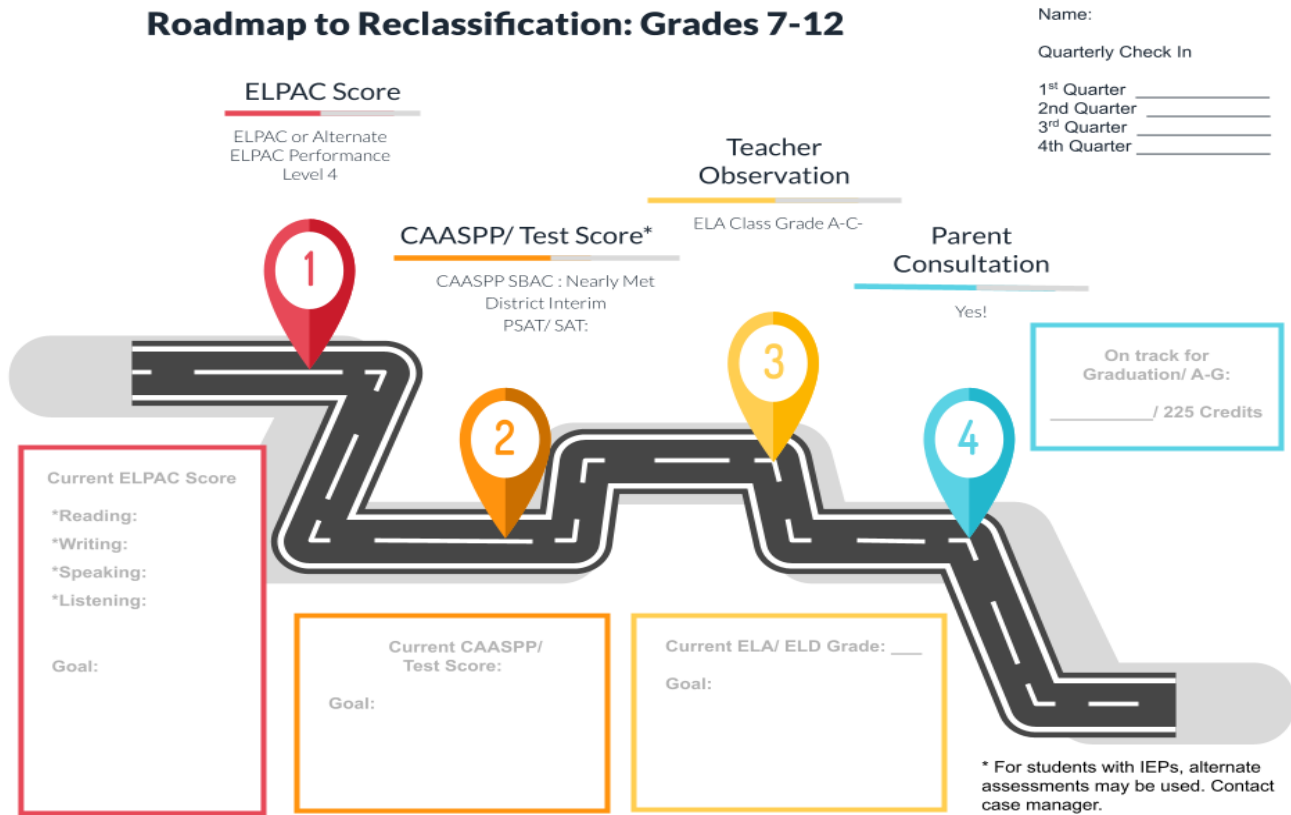


Figure 3.5: Roadmap to Reclassification Grades 7-12



Provision for Reclassification of English Learners with Disabilities

Students with disabilities are provided the same opportunities to be reclassified as students without disabilities. Therefore, Individualized Education Plan (IEP) teams may determine appropriate measures of English language proficiency and performance in basic skills and minimum levels of proficiency on these measures that would be equivalent to a native English-speaking peer with similar disabilities in the same grade level. In accordance with federal and state law, the IEP team may address the individual needs of ELs with disabilities using multiple criteria in concert with the four reclassification criteria in the California Education Code listed in the previous section. Other criteria may be used to supplement the four required criteria to ensure the most appropriate decision is made for each student. SPED case managers on the site IEP teams are overseen by the district Special Education department and will use the following procedure for determining reclassification:

- Students with Mild/Moderate Disabilities: The reclassification process used for general education students is also used for students with IEPs who are being instructed using the general education curriculum with accommodations and/or modifications. If a student being considered for reclassification fails to meet the reclassification criteria within the expected time frame as detailed in the IEP, the IEP team (including the EL Coordinator

and/ or member of the Multilingual Literacy Department) may determine that due to the nature of the identified student's disability, an alternative reclassification process will be used. Alternative assessments (such as the Alternate ELPAC) must be identified for use at the Reclassification IEP. Results are compiled and presented to the parents/guardians for review, along with other measures determined by the district to assess student's progress towards reclassification at which time the IEP team along with parents/ERH determine if reclassification is in the best interest of the student. Reclassification is documented using the Reclassification Form in the Special Education Information System (SEIS) and then forwarded to the Multilingual Literacy Department to update Infinite Campus and Illuminate.

- Students with Moderate/Severe Disabilities: An alternative reclassification process is used for students with moderate to severe disabilities whose IEP teams have determined that they are unable to participate in one or more parts of the ELPAC or Alternate ELPAC even with accommodations and/or modifications. Reclassification for these students is based upon alternative proficiency testing. The IEP team reviews the data and makes the decision about reclassification. Reclassification is documented using the Reclassification Form in the Special Education Information System (SEIS) and then forwarded to the Multilingual Literacy Department to update Infinite Campus and Illuminate.

Figure 3.6: SCUSD Reclassification Criteria for English Learners with Disabilities

<p>Students with IEPs Reclassification Question:</p> <p>Is the student’s learning disability a major factor in preventing the student from reclassification?</p>	
<p>If the answer is No, the student is not currently eligible for reclassification.</p>	<p>If the answer is Yes and the student meets the three criteria listed below, they are eligible for reclassification:</p>
<ul style="list-style-type: none"> ● The student's learning disability is not a major factor in preventing the student from reclassification. ● The student remains an English Learner and continues to receive integrated and designated ELD instruction. ● The student is expected to make progress in English language proficiency and meet reclassification criteria. ● Review reclassification at a later date. 	<ul style="list-style-type: none"> ● The student’s learning disability is a major factor in preventing the student from reclassification. ● There are multiple measures to show the student is performing similarly in English skills to that of an English proficient peer with the same learning disability (SOLOM, alternate ELPAC, CAA). ● The IEP Team and family/ERH agree that the student will not reclassify with continued ELD instruction and is eligible for reclassification. <ul style="list-style-type: none"> ○ Check the Reclassification Box in the IEP and fill out the Reclassification form in SEIS. ○ Ensure the family/ ERH understands what “Reclassification” means. This may require translation services. ○ Inform the Multilingual Literacy Department of the student’s reclassification.

Progress Monitoring for Reclassified Fluent English Proficient Students:

Once students are reclassified, they retain the reclassified fluent English proficient (RFEP) status for the remainder of the time they are enrolled as a student in California public schools. The academic progress of RFEP students must be monitored regularly for a minimum of four years, as required by state and federal guidelines, and interventions are provided to ensure that these students reach and maintain grade level English proficiency and academic achievement. The Multilingual Literacy Department sends [Reclassification Monitoring](#) forms (example is linked) and student lists to each site annually, either during the elementary third trimester or secondary fourth quarter. Documentation is to be completed by the site EL Coordinator or administrative team, filed in the student's cumulative folder, and returned to the Multilingual Literacy Department to be uploaded into the district's system information system.

As part of the monitoring process, student performance on critical achievement and performance measures is documented. If a student begins to fall behind on appropriate measures of achievement related to grade level standards, a Student Study Team (SST) meeting is held to develop an intervention plan for the student. Services that may be provided include but are not limited to:

- Specialized academic assessment
- Tutoring
- Specialized reading instruction
- English Language Development instruction
- Primary language support participation in targeted intervention provided by the school

The student's reclassification monitoring form is reviewed yearly, documenting continued progress toward proficiency in the content areas. A reclassified student will be monitored four years after their reclassification. After four years of monitoring, a SST is held to determine that the student demonstrates sufficient progress. If a student does not make sufficient progress, the monitoring process will continue.

CHAPTER 4 OVERVIEW

SCUSD educators have a moral obligation and legal mandate to develop English learner's proficiency and provide access to academic content.

Federal Program Monitoring Corresponding Items

EL 14: ELD

14.0 As part of the standard instructional program provided through general funds, all identified ELs must receive a program of ELD instruction, which shall include designated and integrated ELD.

(a) Designated ELD means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted ELD standards to assist English learners to develop critical English language skills necessary for academic content learning in English.

(5 CCR Section 11300 [a])

(b) Integrated ELD means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD includes specially designed academic instruction in English. (5 CCR Section 11300 [c])

14.1 ELD instruction must be designed for ELs to develop proficiency in English as rapidly and effectively as possible and to meet state priorities.

(20 U.S.C. Section 6825 [c][1][A], EC sections 305, 306, 310; 5 CCR sections 11300 [a] and [c], 11309; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1006–1011)

14.2 Each LEA must take appropriate action to overcome language barriers that impede equal participation by students in instructional programs. Title III funds shall be used to supplement the standard instructional ELD program.

(20 U.S.C. sections 1703 [f], 6825 [c][1][A]; F sections 300, 305, 306, 310; 5 CCR sections 11302[a], 11309; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1006–1011)

14.3 ELD must be based on sound educational theory, implemented effectively with adequate resources and personnel, and, after a trial period, evaluated for its effectiveness in overcoming language barriers.

(20 U.S.C. Section 1703 [f]; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1006–1011; 5 CCR Section 11309)

English Language Development Instruction

If English learners are to achieve rigorous academic standards, they must develop high levels of academic language proficiency: the language, thinking, and learning tools needed to achieve grade-level content standards proficiency. The goal of the district's English language development program is to enable English learners to develop communicative competence as well as academic English language proficiency in order that they have full and equal access to the district's educational program.

Teachers are to provide English learners with both English language development (ELD) and English/ Language Arts (ELA) instruction appropriate to each student's assessed level of proficiency. Specialized instructional services are to be provided until the student has demonstrated English language proficiency comparable to that of the district's average English-only student and recouped any academic deficits incurred in other core content areas as a result of language barriers.

Teachers are expected to utilize teaching practices based on current second language acquisition theory and sound research on effective instructional practices, as identified in Improving Education for English Learners: Research-Based Approaches (California Department of Education, 2010).

Designated English Language Development Instruction at the Elementary Level

Students enrolled in a Structured English Immersion program (SEI) are to receive a minimum of 30 minutes of daily designated ELD instruction. The district adopted elementary materials *Benchmark Advance* is implemented in grades K – 6. With the ELD component, being integrated within Benchmark Advance, designated ELD can effectively support instruction that is happening during the English/ Language Arts period. The Spanish dual immersion programs use *Benchmark Adelante* as part of their Spanish Language Arts instructional period.

Benchmark Advance offers educator's support with instructional strategies that may support newcomer EL students and bridging EL students. These educational recommendations are offered within the Benchmark Advance teacher edition manual.

At the elementary level, ELD instruction is to conform to seven basic instructional delivery standards:

1. Each student is to receive daily, protected designated ELD instruction that develops both social and academic language.

2. Students are to be grouped for instruction during designated ELD by English proficiency level.
3. ELD instruction at each grade level is to address the literacy standards for all content areas (found in the ELA Standards): listening/speaking strategies and applications; word analysis and vocabulary; reading comprehension; literary response; writing strategies and applications; and oral/written conventions.
4. Teachers are to utilize district-adopted ELA materials, and other approved supplementary materials that address ELD standards.
5. Teachers are to utilize research-based best teaching practices.
6. Teachers are to assess the progress of each English learner and utilize assessment results to modify instruction.
7. Students who are not making adequate progress are to receive focused intervention through the MTSS framework. This specialized intervention should be monitored and evaluated at least every six weeks of instruction.

Another tool available to elementary school teachers is [*The California English Learner Roadmap Elementary School Teacher Toolkit*](#). This resource serves as a guide to curriculum, school and classroom climate and culture, instruction, professional development, leadership, assessment, parent and community engagement, and system alignment and articulation. The CA English Learner Roadmap Teacher Toolkit supports the process of selecting a focus, determining priorities, and then designing a path of improvement. The California English Learner Roadmap also offers specific toolkits to district and site administrators, middle and high school teachers.

English Language Development at the Secondary Level

The district's secondary English language development program provides systemic onramps to the core ELA Curriculum. All English Learners must receive daily designated ELD appropriate to their English proficiency level. Next is a chart that describes the alignment of each level with ELD and ELA standards and placement recommendations for ELs:

Figure 4.1: SCUSD Newcomer Course Placement and ELA/ELD Course Materials: Grades 7-8

Time in the U.S.	ELPAC Overall Score	Placement	Fewer than 12 ELs	Adopted Curriculum Materials
0 - 12 months	Level 1	Designated English Language Development courses in a two period block (EMM781, EMM782)	Designated ELD in ELA	National Geographic/Cengage Inside the USA: CORE
		<ul style="list-style-type: none"> Integrated and Designated ELD in all core classes 	Integrated and Designated ELD in all core courses	National Geographic/Cengage Inside Fundamentals: CORE
0 - 3 years	Level 1 - 2	Designated English Language Development course for two period block (EMM781, EMM782)	Designated ELD in ELA	National Geographic/Cengage Inside Fundamentals: CORE
		<ul style="list-style-type: none"> Integrated and Designated ELD in all core classes 	Integrated and Designated ELD in all core courses	National Geographic/Cengage Inside Level A: CORE
	Level 3	English/ Language Arts with English Language Development support	Integrated and as needed Designated ELD in ELA	National Geographic/Cengage Inside Level B: CORE
		<ul style="list-style-type: none"> ELD support course option (EMM783) OR <ul style="list-style-type: none"> ELD in mainstream English/ small group instruction AND <ul style="list-style-type: none"> Integrated ELD in all core courses 	Integrated ELD in all core courses	<i>myPerspectives</i> with Designated ELD: CORE
	Level 4*	English/ Language Arts course (single period) with Integrated ELD in all core courses	Integrated and as needed Designated ELD in ELA	<i>myPerspectives</i> with Designated ELD: CORE
			Integrated ELD in all core courses	

4+ years	Level 2 - 3**	English/ Language Arts with English Language Development support <ul style="list-style-type: none"> • Two period block option • ELD support class option (EMM783) • Integrated ELD in all core courses 	Integrated and as needed Designated ELD in ELA Integrated ELD in all core courses	Inside Level B: CORE <i>myPerspectives</i> with Designated ELD/ ELD Companion: CORE
	Level 4*	English/ Language Arts course (single period) with Integrated ELD in all core courses	Integrated and as needed Designated ELD in ELA Integrated ELD in all core courses	<i>myPerspectives</i> with Designated ELD/ ELD Companion: CORE

* Students who score a 4 on the ELPAC have met one of the four requirements for reclassification (exiting English Learner Services). See California [English Learner Reclassification Criteria](#) for eligibility.

** If a student has been in the United States five or more years and is scoring less than a 4 on the ELPAC, they may need additional services and/or support. Schedule a Student Study Team meeting (SST) to consider options that are outside of language support.

- Please note that the first two columns are “and/ or” for placement.
- The site’s master schedule needs to prioritize equity. Students who are traditionally underrepresented and underserved should be given priority scheduling. The master schedule needs to allow for EL fluidity. EL students should be moved to the next level of classes as soon as they are ready.
- ELD Course Placement Guideline: Student course recommendations will be made with consideration to academic and social aspects, such as (but not limited to) gaps in prior schooling, needed accommodations or modifications, and transcripts. Designated ELD classes will take the place of Language Arts until meeting course exit criteria. **EL status must not limit student access to electives and/or advanced courses (such as GATE, honors, IB, AVID, etc.).**

Figure 4.2: SCUSD Newcomer Course Placement and ELA/ELD Course Materials: Grades 9-12

Time in the U.S.	ELPAC Score	Placement (Course Code)	Fewer than 12 ELs (Class Size Ratio)	Adopted Curriculum Materials
0 - 12 months	Level 1	<p>ELD I IP/ ELD I 2P (ELD200/ ELD201) can be paired with ELD Support IP/ ELD Support 2P (ELD100/ ELD101) for the option of a two period block</p> <p>ELD INTEGRATED MATH I 1P MIS103 ELD INTEGRATED MATH I 2P MIS104</p> <p>ELD INTEGRATED MATH II 1P MIS201 ELD INTEGRATED MATH II 2P MIS202</p> <p>ELD US HIST 1P SHS207 ELD US HIST 2P SHS208</p> <p>ELD WORLD HISTORY 1P SJS104 ELD WORLD HISTORY 2P SJS 105</p> <p>ELD AMERICAN GOV SGS230 ELD MODERN ECON SXS230</p> <p>ELD BIO: THE LIVING EARTH 1P QBS273 ELD BIO: THE LIVING EARTH 2P QBS274</p> <p>ELD CHEM EARTH SYSTEM 1P QCS302 ELD CHEM EARTH SYSTEM 2P QCS303</p> <p>ELD PHYSICS IN THE UNIVERSE 1P QPS262</p>	<p>Designated ELD in ELA (20:1)</p> <p>ELD Support Course (34:1)</p> <p>Integrated and Designated ELD in all core courses (34:1)</p>	<p>National Geographic/ Cengage Inside the USA & Inside Phonics: CORE</p> <p>National Geographic/ Cengage Edge Fundamentals: CORE</p>

		ELD PHYSICS IN THE UNIVERSE 2P QPS263		
0 - 3 Years	Level 1 - 2	<p>ELD I IP/ ELD I 2P (ELD200/ ELD201) can be paired with ELD Support IP/ ELD Support 2P (ELD100/ ELD101) for the option of a two period block</p> <p>ELD II 1P ELD300 ELD II 2P ELD301 ELD III 1P ELD400 ELD III 2P ELD401</p>	<p>Designated ELD in ELA (20:1)</p> <p>ELD Support Course (34:1)</p> <p>Integrated and Designated ELD in all core courses (34:1)</p>	<p>National Geographic/ Cengage Edge Fundamentals: CORE</p> <p>National Geographic/ Cengage Edge Level A: CORE</p>

		<p>INTEGRATED MATH I ELD 1P MIS103 INTEGRATED MATH I ELD 2P MIS104</p> <p>ELD INTEGRATED MATH II 1P MIS201 ELD INTEGRATED MATH II 2P MIS202</p> <p>US HIST ELD 1P SHS207 US HIST ELD 2P SHS208</p> <p>ELD WORLD HISTORY 1P SJS104 ELD WORLD HISTORY 2P SJS 105</p> <p>ELD AMERICAN GOV SGS230 ELD MODERN ECON SXS230</p> <p>ELD BIO: THE LIVING EARTH 1P QBS273 ELD BIO: THE LIVING EARTH 2P QBS274</p>		
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		<p>ELD CHEM EARTH SYSTEM 1P QCS302 ELD CHEM EARTH SYSTEM 2P QCS303</p> <p>ELD PHYSICS IN THE UNIVERSE 1P QPS260 ELD PHYSICS IN THE UNIVERSE 2P QPS261</p>		
	Level 3	<p>ELD III 1P ELD400 ELD III 2P ELD401</p> <p>Integrated and Designated ELD within grade-level English Core content classes at grade level with Integrated ELD</p>	<p>Integrated and (as needed) Designated ELD in ELA (20:1)</p> <p>Integrated ELD in all core courses (34:1)</p>	<p>National Geographic/Cengage Edge Level B: CORE</p> <p>MyPerspectives with Designated ELD; ELD Companion; ERWC 3.0 modules: CORE</p>
4+ Years*	Level 3 - 4**	<p>Integrated and Designated ELD within grade-level English core content classes</p>	<p>Integrated and as needed Designated ELD in ELA; Integrated ELD in all core courses</p>	<p>MyPerspectives with Designated ELD; ELD Companion; ERWC 3.0 modules: CORE</p>

* Students who score a 4 on the ELPAC have met one of the four requirements for reclassification (exiting English Learner Services). See California [English Learner Reclassification Criteria](#) for eligibility.

** If a student has been in the United States five or more years and is scoring less than

a 4 on the ELPAC, they may need additional services and/or support. Schedule a Student Study Team meeting (SST) to consider options that are outside of language support.

- Please note that the first two columns are “and/ or” for placement.
- ELD Course Placement Guideline: Student course recommendations will be made with consideration to academic and social aspects, such as (but not limited to) gaps in prior schooling, needed accommodations or modifications, and transcripts. Designated ELD classes will take the place of grade level English classes until meeting course exit criteria. EL status must not limit student access to electives and/or advanced courses (such as GATE, honors, IB, AVID, etc.).
- Guidelines and Criteria for Placement in Core Classes: Designated ELD classes will take the place of grade level English classes until meeting ELD course exit criteria. EL students must have access to grade-level core content area classes (Math, Science, History) that use effective Integrated English Language Development standards instruction. EL status must not limit student access to electives and/or advanced courses (such as GATE, honors, IB, AVID, etc.).
- Prior to the 2020-2021 school year, English .1 classes will have a focus on designated ELD. These classes satisfy graduation and A-G requirements and must teach grade level standards. After the 2020-2021 school year, students with an ELPAC level 2 or higher or who have lived in the United States for more than five years should be enrolled in grade-level content-area courses.
- The site’s master schedule needs to prioritize equity. Students who are traditionally underrepresented and underserved should be given priority scheduling. The master schedule needs to allow for EL fluidity. EL students should be moved to the next level of classes as soon as they are ready.
- ELD III can be used for one grade level of ELA for graduation requirements and “B” credit (A-G UC Requirements); however, ELD III should not be used for credit recovery.

Designated English Language Development Class Exit Criteria for High School

The following criteria should be used to determine movement from ELD I to ELD II:

- Students demonstrate mastery of the Emerging (Column 1) descriptors in Modes of Communication, Metalinguistic Awareness, and Accuracy of Production, which is detailed in the ELD Proficiency Level Continuum (CA ELD

Standards; Ch. 2, Pgs. 21-24);

- Students score 80% or higher on end of course exams in district adopted materials (i.e., *In the USA, Inside, Edge*);
- Teacher observation and formative assessments;
- Students begin moving from needing substantial to moderate language support for academic activities; and
- If students complete two semesters of ELD I, they will be placed in ELD II even if they do meet all above criteria.

The following criteria should be used to determine movement from ELD II to ELD III:

- Students demonstrate mastery of the Emerging (Column 2) descriptors in Modes of Communication, Metalinguistic Awareness, and Accuracy of Production, which is detailed in the ELD Proficiency Level Continuum (CA ELD Standards; Ch. 2, Pgs. 21-24);
- Students score 80% or higher on end of course exams in district-adopted materials (i.e. *In the USA, Inside, Edge*);
- Teacher observation and formative assessments;
- Students begin moving from needing moderate to light language support for academic activities; and
- If students complete two semesters of ELD II, they will be placed in ELD III even if they do meet all the above criteria.

ELD III can be used for one grade level of ELA for graduation requirements and “B” credit (A-G UC Requirements); however, ELD III should not be used for credit recovery.

1. At the secondary level, ELD instruction is to conform to six basic instructional delivery standards:
2. Each student is to receive daily, dedicated ELD instruction that develops both social and academic language.
3. Students are to be placed in ELD and/or ELA instruction on the basis of English proficiency level (ELPAC), achievement on the CST/ELA, and time in the U.S.
4. ELD instruction at each grade level is to address all standards domains: listening/speaking strategies and applications; word analysis and vocabulary; reading comprehension; literary response; writing strategies and applications; and oral/written conventions.

5. Teachers are to utilize district-adopted ELD materials and other supplementary materials that address ELD standards.
6. Teachers are to utilize research-based best teaching practices, as outlined in [Improving Education for English Learners: Research-Based Approaches](#).
7. Teachers are to assess the progress of each English learner on an ongoing basis and utilize the results of assessment to modify instruction.

Monitoring of Implementation of ELD Instruction

The site administration is responsible for monitoring the implementation of ELD programs and instruction. Principals and/or designated staff will utilize a common observation tool, developed by the district, to conduct monitoring activities as part of the monitoring process. Elementary site principals will also share with the Multilingual Literacy Department a form that specifies the time in which each teacher at their respective site conducts designated ELD instruction.

Access to the Core Curriculum

All English learners must receive content instruction designed to meet their linguistic and academic needs through Integrated and Designated ELD. At the elementary level, instruction may also take place through the primary language, if the school offers a dual immersion program. Nonetheless, students shall have access to grade-level standards in all content areas.

Students who are enrolled in an elementary Spanish educational program are to receive access to grade-level standards using both Spanish and English. *Benchmark Adelante*, which parallels *Benchmark Advance*, is to be used as the Spanish language arts program in both transitional bilingual education and dual immersion programs. Material embedded assessments are used to monitor and evaluate student progress in Spanish reading. Supplementary materials for English learners, which are a part of these programs, are to be used to enrich instruction and ensure that all students are successful.

At the secondary level, English learners at the overall ELPAC level 1-2 and have been enrolled in US schools fewer than two years are to be enrolled in ELD courses in the Newcomer Pathway. Students at ELPAC levels 1-2 who have been enrolled in US schools more than two years or level 3-4 are to be placed in general education content courses with integrated ELD. Teachers are to differentiate instruction using the ELD Standards and Universal Design for Learning. Instruction is to conform to grade-level content and ELD standards while using the recommendations from [Improving Education for English Learners: Research-Based Approaches](#).

1. Each unit of study and/or lesson is to address both content and language objectives; instructional activities are to integrate content learning and language development.
2. The teacher is to adapt the teaching of content to all levels of student proficiency.
3. Content objectives are to address or provide onramps to grade-level standards.
4. Teachers are to differentiate instruction, based on level of student proficiency, utilizing best teaching practices.
5. Teachers are to utilize differentiated assessment procedures, appropriate to level of student proficiency, to evaluate both mastery of content and student progress.
6. Teachers are to use both district-adopted supplemental materials and ancillaries designed to provide English learners with access to core content areas.

Site administration is responsible for monitoring the implementation of programs and instruction providing access to the core curriculum. Principals and/or designated staff utilize a common observation tool, developed by the Multilingual Literacy Department, to conduct cycles of continuous improvement as part of the English Learner monitoring process.

Grading Guidelines

All teachers are required to differentiate instruction and assessment (including grades) to align with California English Language Development Standards that coincide with the English language proficiency level of their EL students. Grades may only be based on assessment measures that have been adapted to accommodate the special needs of EL students and may not be based on assessment measures designed exclusively for use by native speakers of English.

EL students are not exempt from grades. All EL students, including newcomers, receive a grade in all content areas for each grading period. Grades should reflect their linguistic accommodations and modifications. This can be noted in the following places on the elementary report card: using the key for Academic Performance Level for English Language Proficiency; Intervention Approached; Individualized Programs; and Teacher Comments. In secondary, teachers can use the “Z” comment code in the Infinite Campus drop down menu of comment options on the final grades screen. The Z comment code denotes that the student’s grade has been modified due to language proficiency. The only grading exception is

for students who have enrolled less than 15 days of a marking period; in which case, the student will receive a “No Grade” or equivalent.

EL students should not have failing grades based only on their language proficiency. No EL can be issued a failing grade unless the teacher can provide documentation in the following areas:

- The teacher has modified instruction and assessment to be in alignment with the California ELD Standards appropriate for the student’s language proficiency and grade level
- The student has not made a reasonable effort despite appropriate ELD and MTSS accommodations
- On-going consultation has been made with the site EL Coordinator, ELD training specialist, and/or the Multilingual Literacy Department regarding the appropriateness of assessments and modified instruction strategies as they relate to students’ levels of language development.

If a teacher assigns a “D” or an “F” to an EL student in any content area, the teacher must submit documentation to the site administration and/or EL coordinator prior to giving the failing mark. Documentation should include supports provided to the student, including evidence of modified and differentiated instruction, modified and differentiated assessments, interventions, an SST and MTSS referral, and communication home. Included documentation must prove that language was not the reason for the failing mark.

The following strategies for [equitable grading](#) should be taken into consideration:

- Ensure that content learning objectives and targets are based on grade-level content standards.
- Design assessments that can yield valid information about the student’s content knowledge at their current level of language proficiency.
- Match the language burden of the assessment to the student’s language abilities.
- Provide clear task explanations. If necessary, demonstrate tasks and have the student show understanding by completing practice items before beginning the actual assessment task.
- Allow students to use the same supports that they were able to use during the review segment of instruction, such as the [Universal Tools allowed by CAASPP](#).
- Differentiate rubrics to weigh content knowledge and language in a way that is fair for the individual student’s level of language proficiency but also to motivate the student to continuously improve language skills according to their ability.

- Share expectations with the student ahead of time by explaining the rubric that will be used to evaluate their work.
- Grade each student according to the predefined criteria presented explicitly in a rubric and shared with each student.
- Avoid grading that is based on comparing students to each other.
- Allow students to select from a menu of assessment options to best demonstrate the content knowledge they have acquired. • Prefer authentic assessment (demonstrations, presentations, projects, models, real-life problems) to contrived forms of assessment (multiple choice tests, recitations, pedagogical problems, worksheets).
- Use several forms of assessment for making consequential decisions about each student. If the data from different forms of assessment do not agree, give consideration to the validity of the data.
- Monitor student oral and written output and provide useful feedback to the student on an ongoing basis. Listen, repeat, recast, and elaborate student output.
- Point to strengths and weaknesses in the student’s work. Focus more on strengths than on weaknesses by using effective and meaningful feedback.
- Be frugal and strategic with error correction. Be aware that the type of errors students can attend to is based on their current level of proficiency and developmental readiness. Use the most useful form of error correction frequently: elicitation. Prompt students with cues to produce self-correction.
- Evaluate test content to assure that students have the cultural and general background knowledge that is embedded in test items. If it is not possible to eliminate items that require unfamiliar background knowledge, teach this knowledge explicitly to students.

Ongoing Monitoring of Student Achievement

Teachers are to monitor, on an ongoing basis, each student’s progress in developing proficiency in English and in making grade-level academic progress. Classroom-based assessments may include traditional teacher-made tests, writing assessments, and the assessment materials that are part of district adopted materials. Teachers are also encouraged to use an array of authentic procedures to help them assess both student work and student progress over time. Such procedures may include use of anecdotal records, observation procedures, developmental checklists, student interviews, and the evaluation of student work products and performances.



Students Not Making Progress

SCUSD monitors English learners through the Multi-Tiered System of Supports (MTSS). This framework is designed to ensure that actions to overcome social, emotional, or academic needs are taken before they become irreparable. This framework provides a tiered service-delivery model to ensure that English learners receive a complete and appropriate range of instructional services and interventions through the general education program.

At **Tier 1**, all English learners must be provided with high-quality English language development instruction and access to the core curriculum in accordance with guidelines outlined in this Master Plan and in ways that reflect the view that each child's language and culture are assets, not liabilities. Each student must receive developmentally appropriate instruction that has been adjusted to meet individual needs. The progress of each student in ELD, reading, and academic content areas must be assessed to determine whether the student is meeting predetermined benchmarks. If after receiving specific instructional accommodations, the student is still not making progress at a rate that is comparable to other EL students with similar characteristics, then the student may require Tier 2 interventions.

At **Tier 2**, specific interventions (as opposed to differentiation) are provided, typically in a small-group setting by the classroom teacher or by a specialist. Services are supplemental, reflecting both increased time focusing on the area(s) of need and a qualitatively different instructional treatment. Again, the progress of the student is monitored regularly. Where the student fails to meet instructional targets, they may require Tier 3. A student who meets those targets will typically fall back to Tier 1.

At **Tier 3**, interventions are more intensive and more individualized. Services are typically provided in small-group and one-to-one settings. Students who require Tier 3 intervention should be referred to Student Study Team.

CHAPTER 5 OVERVIEW

This chapter focuses on the work that Sacramento City Unified School District has initiated to ensure that English learners have access to well-articulated, high-quality, standards-based core curriculum instruction. In the Structured English Immersion (SEI) settings, the core curriculum is taught in English using Designated and Integrated English Language Development throughout the school day.

According to the California ELA/ELD Framework, site-level data is examined to identify school and grade level trends, evaluate the effectiveness of the curricula, inform goal setting, and identify students in need of additional assessment or instruction. At the district level, data on student learning is used to guide curriculum improvement, recommend innovations and sustain practices, target services and supports across schools, and guide the allocation of resources for professional learning. Under the Multi-Tiered System of Supports framework, MTSS, all students are provided high-quality first instruction. This framework also helps to identify students who may struggle with academics or have behavior challenges. Sacramento City Unified School District is currently implementing MTSS and Data-Based Decision-Making training for site leaders and school staff to ensure that K-12 schools have consistent and researched-based Tier 1 academic, behavioral, and social-emotional interventions to support English learners.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

EL 07: Supplement, Not Supplant with Title III

7.0 General fund resources must be used to provide services and programs for ELs, including ELD and access to the standard instructional program. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.

(EC Section 52168[b][c])

EL 15: Access to Standard Instructional Program

15.0 Academic instruction for ELs in grades TK–12 must be designed and implemented to ensure that ELs meet the LEA’s content and performance standards for their respective grade levels within a reasonable amount of time. Academic instruction may be facilitated by the SBE EL Roadmap policy.

15.1 Each LEA must ensure that ELs in middle and high school are not denied participation in

the standard instructional program, which, at a minimum, means:

(a) Enrollment in the standard instructional program, which, at a minimum, consists of:

- i. Core curriculum courses (reading/language arts, mathematics, science, and history/social science),
- ii. Courses required to meet state and local high school graduation requirements, and
- iii. Courses required for middle school grade promotion;

(b) Enrollment in a full course load of courses that are part of the standard instructional program, and

(c) Enrollment in courses that meet the subject matter requirements for purposes of recognition for college admissions, such as honors or advanced placement courses.

15.2 Each LEA must monitor student academic progress and provide additional and appropriate educational services to ELs in grades TK–12 for the purposes of overcoming language barriers in each subject matter. Actions to overcome academic barriers must be taken before the deficits become irreparable.

(20 U.S.C. sections 1703 [f], 6825 [c][1][B]; *EC* sections 305[a][2], 310; 33126, 60811.8; 5 *CCR* Section 11302[b]; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1006–1011)

Access to the Core

At the elementary levels (K-6), teachers are responsible for all core content instruction and ensure that instruction is accessible to all English learners through the use of designated and integrated English Language Development. At the secondary level (7-12), teachers are responsible for making instruction accessible to all English learners by using integrated English Language Development standards and strategies. Teachers assigned to ELD core content courses must teach these courses with the same rigor as the non-ELD core content courses and address all essential standards in that subject and in the CA English Language Development Standards.

Integrated English Language Development

According to the [ELA/ELD framework](#), “all teachers with ELs in their classroom should use the CA ELD Standards in addition to their focal CA CCSS for ELA /Literacy and other content standards to support their ELs’ linguistic and academic progress and enable them to participate in discussions about rich content.” Lessons designed to develop academic

language should be intentionally and explicitly included in all core content areas (English/ Language Arts, Math, Science, History/ Social Science).

English Learners are addressed in the following chapters of the California state standards and content frameworks:

- [California English Language Development Standards](#)
- [California English Language Arts/ English Language Development Framework](#): Chapter 2 provides guidance for implementing the *CA ELD Standards* for integrated and designated ELD instruction. Chapters three through seven provide guidance for the implementation of ELA/ELD instruction specific to each grade level
- [California Common Core State Standards for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects](#)
- [California History/ Social Science Framework](#): Chapter 2 - Instructional Practices K-5; Chapter 9 - Instructional Practices 6-8; Chapter 13 - Instructional Practices 9-12; Chapter 20 - Access and Equity; and Chapter 21 - Instructional Strategies.
- [Science Framework for California Public Schools](#): Grade level content standards are in chapters 2-8; Chapter 10 - Equity and Access.
 - [Integrating the CA ELD Standards into K–12 Mathematics and Science Teaching and Learning: A Supplementary Resource \(DOC; 2015\)](#): The CDE developed supplementary resources to support the implementation of the CA ELD Standards in mathematics and science subject content area instruction. The supplementary resource provides examples explicitly demonstrating the relationship between the ELD standards and the mathematics and science standards.
- [Draft of the 2022 Revision of the California Mathematics Framework](#): Chapter 2 - Teaching for Equity and Engagement; grade level standards are in chapters 6-8; Chapter 9 - Supporting Equitable and Engaging Mathematics Instruction.
 - [Integrating the CA ELD Standards into K–12 Mathematics and Science Teaching and Learning: A Supplementary Resource \(DOC; 2015\)](#): The CDE developed supplementary resources to support the implementation of the CA ELD Standards in mathematics and science subject content area instruction. The supplementary resource provides examples explicitly demonstrating the relationship between the ELD standards and the mathematics and science standards.

In the course of learning the core content, English learners need to be provided with multiple opportunities to read, analyze and create texts of different types (Part I - ELD Standards: Interpretive and Productive modes). They also need rich and varied opportunities for collaboration and interaction to use language to gain and exchange information and ideas

(Part I - ELD Standards: Collaborative mode). Guided by the ELD standards, teachers need to provide different degrees of language scaffolds to support their students' ability to accomplish these tasks. Part of these scaffolds involves unpacking the meaning of texts they encounter. By analyzing the vocabulary and syntax used in sentences, as well as the way the text is organized and structured, students not only better comprehend the topic but the language of the discipline (Part II - ELD Standards: Language Processes).

Designated English Language Development

Designated ELD is a protected time during the regular school day. Teachers use the CA ELD standards to build into content instruction as a means to develop critical English language skills, knowledge, and abilities needed for content learning in English (ELA/ELD Framework). All English learners must receive uninterrupted designated ELD time on a daily basis (Monday-Friday) except on non-instructional days.

Use of Primary Language within Instruction

Dual language immersion programs and transitional bilingual instructional programs use the student's home language to make core instruction accessible during a portion of the day. For specific program information, see Chapter 2 Instructional Programs. Primary language instruction targets two main goals for English learners: a) expanding and emerging learners master grade-level standards; and b) students in Dual Immersion programs become bilingual and biliterate (Genese and Lindholm-Leary, 2009; Thomas and Collier, 2002).

The Flexibility of Programming to Meet Student Needs

In order to meet the ever-changing needs of a) newcomer students who have arrived in U.S. schools within the past two years; b) students at risk of becoming long-term English learners; c) Long-term English learners; and d) English learners with an IEP, SCUSD needs to consider each case to appropriately assign students to a schedule that meets the student's needs. SCUSD staff compile data from CALPADS to monitor English learners and monitor the need for additional or restructured services. Any changes to the current programs that serve English learners will be made available via an addendum to this document and will be shared with all educational partners including site administrators, ELAC, DELAC, district administrators, and the Board of Education.

Universal Design for Learning

In SCUSD, Universal Design for Learning (UDL) is implemented in all classrooms. The aim of UDL is to give students an equal opportunity to learn by using a variety of strategies that

diminish barriers to learning and provide the flexibility to interact with the curriculum in different ways.

Figure 5.1: Universal Design for Learning



In addition to the ELD Standards and UDL, English learners need to have an engaging environment that fosters cultural and linguistic differences as assets that students can use to continue to be successful. As teachers plan, they must be aware of each student’s cultural and linguistic background as well as the instructional levels compared to the instructional outcomes teachers set for their students. A teacher’s level of awareness must include the understanding of culture, cultural archetypes, and the sociopolitical contexts of race and culture (Hammond, 2015). Teachers need to design culturally responsive lessons using materials that engage students and increase students’ proficiency on standards. As teachers plan culturally responsive lessons, they also work towards establishing a learning partnership in the classroom. A culturally responsive learning environment reduces threats related to cultural stereotypes and lowered expectations, which in turn, creates a learning environment where students’ assets are celebrated and students are encouraged to increase their learning

and mastery of standards (Gay, 2002). For English learners, this approach to education is crucial as UDL celebrates the variability and diversity of learners and plans for reaching all students (National Center on Universal Design for Learning, 2021). The following summary will guide administrators and teachers in the implementation of UDL by using a critical lens of culturally relevant pedagogy:

Figure 5.2: UDL and Culturally Responsive Strategies for English Learners

UDL Principles	Culturally Responsive Strategies (list is not exhaustive)
<p>Multiple Means of Engagement</p> <ul style="list-style-type: none"> ● Provide options for recruiting interest ● Sustaining effort and persistence ● Self-regulation 	<p>Teachers:</p> <ul style="list-style-type: none"> ● Design assignments that allow students to make meaning of their world ● Allow students to use their background experiences to make connections in the classroom during the day ● Allow student choice on assignments and topics of interest to meet the focused standard (ELD/ELD) ● Promote active citizenship ● Reduce threats and distractions ● Develop supportive relationships ● Communicate high expectations ● Promote a classroom environment of mutual respect (i.e. teacher-student, student-student, teacher-parent) ● Promote a growth mindset <p>(Villegas & Lucas, 2002; Ginsberg, 2005; Yosso, 2005; Tatum, 1997)</p>
<p>Multiple Means of Representation</p> <ul style="list-style-type: none"> ● Perception ● Language and Symbols ● Comprehension 	<p>Teachers:</p> <ul style="list-style-type: none"> ● Use visual, auditory and multimedia expressions to reduce barriers to print ● Allow for peer to peer teaching and learning (collaboration) ● Reshape the curriculum to include resources with multiple perspectives throughout the year ● Allow for cross-cultural conversations that challenge the dominant perspective ● Promote diversity as a strength not a deficit (i.e. using students' linguistic and cultural backgrounds as resources to extend understandings of historical and social perspectives)

	(Doran, 2015; Piazza, Roa, & Protacio, 2015; Howard & Navarro, 2016; Hammond, 2015)
<p>Multiple Means of Action & Expression</p> <ul style="list-style-type: none"> ● Physical action ● Expressive skills and fluency ● Executive functions 	<p>Teachers:</p> <ul style="list-style-type: none"> ● Honor different sharing methods of students’ knowledge (i.e. storytelling, family histories and biographies, valuing experiential knowledge and traditions) ● Acknowledge both standard English and local discourse styles (i.e. support students with code switching for different kinds of communication demands) ● Provide opportunities for collaboration and reciprocal teaching, to increase students’ oral language usage, fluency, and comprehension. ● Create a classroom space that honors a community of learners. ● Provide corrective feedback that is explicitly framed on high academic standards ● Provide students opportunities to use metacognitive strategies to monitor and increase their understandings of what is being taught <p>(Howard & Navarro, 2016; Yosso, 2005; Crystal, 2004; Hammond, 2015)</p>

CHAPTER 6 OVERVIEW

Chapter 6 details certification requirements and staffing procedures for providing instruction to English Learners in Sacramento City Unified School District. Additionally, essential components of the district’s comprehensive, longitudinal professional learning program are presented.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

V. Staffing and Professional Development

EL 11: Teacher EL Authorization

11.0 Teachers assigned to provide ELD and instruction in subject matter courses for ELs must have the appropriate authorizations. (20 U.S.C. Section 6826 [c]; EC sections 44253.1, 44253.2, 44253.3, 44253.4, 44253.5, 44253.10; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1012–1013)

EL 12: Professional Development Specific to English learners

12.0 Each LEA must provide professional development (PD) specific to the implementation of programs for ELs.

12.1 Each LEA must provide sufficient PD to effectively implement the LEA’s EL program. (Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1011–1013)

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

- (a) Designed to improve the instruction and assessment of ELs;
- (b) Designed to enhance the ability of teachers, principals, and other school leaders to

understand and implement curricula, assessment practices and measures, and instructional strategies for ELs;

(c) Effective in increasing the student’s English language proficiency or substantially increasing the teacher’s subject matter knowledge, teaching knowledge, and teaching skills as demonstrated through classroom observation; and

(d) Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teacher’s performance in the classroom.

(20 U.S.C. Section 6825[c][2][A–D])

Staffing and Certification

The goal of Sacramento City Unified School District’s English Learner programs is to provide ELs with high-quality, rigorous, engaging, grade-level standards-based instruction and learning opportunities in every classroom, every day. The district has the responsibility to ensure that these conditions for learning are optimized through recruiting and supporting educators.

California state law requires appropriate authorization of teachers to provide instruction to English Learners, including individuals providing specified EL services (EC Section 44001, EC Section 44830(a), EC Section 44831, and EC Section 44253.1). In Sacramento City Unified School District, any teacher assigned to provide English Language Development, Sheltered Instruction, or primary language instruction to EL students must be appropriately certified with English Learner or Bilingual Authorization such as Cross-cultural, Language and Academic Development (CLAD), Language Development Specialist (LDS), SB 1969/39/2042, Bilingual Cross-cultural, Language and Academic Development (BCLAD)/Bilingual Certificate of Competence (BCC) and other current English Learner authorizations designated by the California Commission on Teacher Credentialing (CCTC). For grade 9-12 ELD classes, teachers must also have an English Single Subject teaching credential.

Sacramento City Unified School District ensures that all administrators or additional teaching personnel whose assignment includes English Learners also hold appropriate certification to provide necessary instructional services to English Learners per the California English Learner Roadmap Principle 3A (Leadership).

Teacher hiring and placement decisions are based on student and program need, including English Learner enrollment data and other relevant factors. The district's collective bargaining agreements are adhered to in making all staffing decisions. Whenever open teaching positions require Bilingual or English Learner Authorization, the district Human Resources staff actively recruits and hires teachers who are fully certified to fill such positions.

Hiring Priorities and Procedures

Highest priority is placed on the hiring of Bilingually Authorized (e.g. BCLAD or equivalent) teachers and their subsequent placement, first in alternative programs and then in SEI classrooms, especially to work with Emerging and Expanding students, as well as those most in need of primary language support in core curricular areas. The second priority is English Learner Authorized, such as CLAD or equivalent certified teachers. These teachers are assigned to SEI and English Language Mainstream (ELM) programs with English Learners. Substitute teachers in long term assignments should similarly have English Learner Authorization. They may receive support from bilingual paraeducators who use the primary language to clarify, explain, motivate and direct students.

Job applications, eligibility interviews, and processing procedures for teaching positions are handled in the district Human Resources Department. Interviews for teachers are held at the district level. The district's collective bargaining agreements are adhered to in making all staffing decisions.

Recruitment of Multiliterate Staff

SCUSD is committed to recruiting highly-qualified educators who:

- Are highly proficient in meaningfully engaging students of varying intersectional identities in the learning process;
- More closely reflect the diversity of our student population;
- Are connected to the communities served by SCUSD schools.

The district uses proactive hiring approaches through advertisement, recruitment, and programming. First, SCUSD works in partnership with local institutions of Higher Education

and credentialing programs to recruit and place student teachers and interns who are committed to the district's vision. In addition, the district has created teacher cohort and internship programs to accelerate credentialing in difficult to fill positions, such as in bilingual programs and special education. SCUSD builds upon community assets by reaching out to families and classified staff with information on obtaining an Emergency 30 Day Substitute Teaching Permit and enrolling in credentialing programs. The district legal department continues to support recruited international teachers to secure HB 1 Visas.

The SCUSD Multilingual Literacy Director works closely with Human Resources on issues of recruitment, interviews, and recommendations to site administrators. The following steps taken each year constitute the district's approach to recruitment of teachers for English Learners:

Each spring, following the annual R-30 Language Census report, the Multilingual Literacy Director, Master Scheduling Director, and principals work collaboratively to plan regarding the need for adequate numbers of qualified teachers to fully implement the English Learner programs at each school site. The elements that comprise these programs include English Language Development, content instruction through Integrated and Designated English Language Development, or Sheltered Instruction strategies, primary language support, and primary language instruction in schools that have a program requiring such instruction. A decision is made regarding the anticipated number of classes that will be considered necessary to meet the program needs of the school's English Learners in the coming year.

Vacancies are posted on EdJoin.org along with the required Commission on Teacher Credentialing (CTC) authorizations for the positions. Working together, district Human Resources staff and site administrators assign properly credentialed teachers to specific programs requiring their specialized expertise. When a sufficient number of authorized teachers are not available to fill all openings, the teachers who are assigned to these classrooms must enroll in approved training programs for the necessary authorizations.

Appropriate Use of Bilingual Teacher Assistants

Bilingual teacher assistants contribute specialized skills in an English Learner program and work closely with the full instructional team. If a teacher does not hold a Bilingual Authorization (such as BCLAD), the bilingual teacher assistant works in concert with a teacher with English Learner Authorization, such as CLAD, to provide primary language support to motivate, clarify, direct, support, and explain facts and concepts to the English Learner. The first priority for the bilingual paraeducators' assignment is student instructional support, in

order to ensure comprehensible core content instruction in language arts, math, social studies, and science. Teacher assistants are not responsible for English Language Development (ELD) instruction.

[Bilingual Teacher Assistants](#) may also assist with the full spectrum of instructional and related needs outside the classroom, including but not limited to: Parent-teacher conferences and notifications; ELAC and DELAC meetings; ELPAC testing (but not scoring); primary language testing; oral and written translations.

Training Specialists and Teachers on Special Assignment

Teachers on Special Assignment/ training specialists are assigned at the district or site level. They adhere to district policy and direction in support of English Learner programs. Site-level TOSAs work closely with and are evaluated by site administrators. They also work with district staff on organization of services for English Learners, maintenance and usage of assessment data, monitoring of student progress, and reclassification.

The district-level TOSAs called Training Specialists, assigned to the Multilingual Literacy Department, work closely with site administration and are supervised by the Multilingual Literacy Director. They work closely with district staff on the organization of site services to English Learners, coach educators through the Teaching and Learning Cycle, coordinate and facilitate professional learning, and analyze EL data. Training Specialists also assist sites with the creation and implementation of the School Plan for Student Achievement (SPSA). More information on the role of training specialists can be found [here](#).

The working mission statement of the English Language Development/ English Language Arts/ Departments is as follows:

The Sacramento City Unified School District ELD/ELA departments celebrate and amplify the identities of all English Learners. We affirm that the unique needs and identities each student brings to their classrooms are an asset to the school community. We strive to provide equitable access to rigorous instruction, develop a community of responsible learners who are inspired to be curious, and feel empowered to direct their own learning as they engage with their community. We are committed to creating collaborative and innovative professional learning and coaching experiences for staff, through which students develop critical thinking skills, achieve or surpass ELD and all content standards, and develop lifelong learning habits and positive mindsets.

Site EL Coordinators

All sites must have an assigned EL Coordinator. This is a non-paid position that coordinates all federal, state, and district EL compliance at the site level. The EL Coordinator role may encompass scheduling and administering EL testing, creating a system for RFEP monitoring, completing reclassification paperwork, hosting English Learner Advisory Council (ELAC) meetings, and attending the District English Learner Advisory Council (DELAC) meetings. The Multilingual Literacy Department directly contacts the EL Coordinator, as well as the site administrator, with all district information that pertains to English Learners. The Multilingual Literacy Department updates the contact information at the start of each school year, but it is the site's responsibility to assign the position and update the district if contact information changes.

Professional Learning: English Learner Master Plan

All district and site professional learning is driven by the SCUSD Strategic Plan, SCUSD EL Master Plan, SCUSD Title III Plan, and the Local Control Accountability Plan (LCAP). The English Learner Master Plan will be introduced to district personnel, site administrators, and training specialists on an annual basis. Key features of the plan and procedures to be adopted by all sites will be emphasized. Professional learning sessions for faculty and staff will be implemented by the site instructional leaders in collaboration with the Multilingual Literacy Department.

The Multilingual Literacy Department will provide an annual overview of the English Learner Master Plan for all site staff members who are responsible for implementing the plan. This ensures there is a widespread understanding of the contents of the EL Master Plan and commitment to faithful and high quality implementation per the California English Learner Roadmap Principle 3D (Capacity building).

Professional Learning: Identification, Placement, and Monitoring

The Multilingual Literacy Department is available to all sites to provide individualized professional learning in regards to EL education code compliance, such as identification, placement, and monitoring. This information will also be shared with administrative teams prior to each school year and during Master Scheduling/ Counseling meetings during the course of the school year. It is the responsibility of the administrative team to share any compliance related information with site EL Coordinators, counselors, and other staff who work with ELs.

Professional Learning: English Learners and English Language Development

SCUSD works in conjunction with its labor partners to create and offer district wide professional learning opportunities to ensure all educators (certificated and classified) are supported in developing the capacities needed to enact the EL Master Plan. District- provided professional learning opportunities are designed to build, refine, and expand the ability to provide the best services and instructional practices for our ELs through the lens of Universal Design for Learning. The Academic Office works with Human Resources to provide opportunities for classified staff to gain and improve knowledge and skills important to their position, such as EL laws, policies, procedures; ELPAC test administration, scoring, and stages of language development; and multiliteracy assets. In alignment with the California ELA/ELD Framework and ELD Standards, the certificated professional learning addresses the five key themes of the standards: Foundational Skills, Content Knowledge, Language Development, Meaning Making, and Effective Expression.

Sites can request support from the Multilingual Literacy Department depending on their student and staff needs. The Multilingual Department responds to federal and state legal requirements for professional learning and support that is: (1) targeted; (2) individualized; (3) based on principles of adult learning theory; (4) sustained, supported with coaching and follow-up; (5) monitored and assessed to evaluate impact on student learning (CDE - Greatness by Design, California Professional Learning Standards). Training Specialists work with sites and teachers through the teaching and learning cycle and professional learning communities to demonstrate keystone pedagogies, plan lessons, coach classroom practice, and reflect upon lessons and student outcomes. Additionally, the [Multilingual Literacy Department webpage](#) has current and past listings of professional learning.

Monitoring of Professional Learning and Support

The site principal, the Instructional Assistant Superintendent, and the Multilingual Literacy Director monitors educator professional learning on English Learner support. This ensures that all staff members working with ELs receive relevant professional learning and support. Human Resources monitors the progress of teachers in training as they fulfill their agreements to complete English Learner authorizations and related requirements through the use of online platforms PowerSchool and the SCUSD Human Resources Portal.

CHAPTER 7 OVERVIEW

This chapter delineates the program evaluation and accountability for English learner programs. This chapter further outlines the collective responsibilities of individual staff, central office leaders, and other groups to support the implementation of EL programs and supports.

SCUSD staff, parents and community education partners will work to hold the system accountable for English learner outcomes. At the classroom level, students, parents, teachers, counselors, and site administrators have a collective responsibility to understand the important role they have in English learner accountability. At the district level, the instructional assistant superintendents, multilingual administrators, and other district-level staff collective efforts contribute to establishing clear goals and commitments to English learners by providing access to standards-based curriculum, growth toward English proficiency, and academic engagement and achievement (California EL Roadmap, 2018). Evaluation of programs is ongoing and should be informing practice so that teachers understand how to intervene with students, principals know how to provide timely professional learning for teachers and monitor implementation of EL goals, and central office staff can provide the appropriate support to all educational partners involved in ensuring that programs are effectively implemented and supported. All district personnel are required to follow the procedures specified in this Master Plan.

FEDERAL PROGRAM MONITORING CORRESPONDING ITEMS

IV. Standards, Assessment, and Accountability

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

9.0 Each LEA must evaluate all services and programs funded by Title III to determine the effectiveness of those activities. (20 U.S.C. Section 6841)

9.1 Each such LEA receiving Title III funds must provide a program evaluation report that includes:

(a) A description of the programs and activities conducted with Title III funds, including how such programs and activities supplemented programs funded primarily with state or local funds;

- (b) The number and percentage of ELs making progress toward attaining English language proficiency, including ELs with a disability;
- (c) The number and percentage of ELs attaining English language proficiency based on the SBE-approved ELPAC overall score of 4;
- (d) The number and percentage of ELs reclassified each school year;
- (e) The number and percentage of students reclassified to fluent English proficient (RFEP) that are meeting state grade-level content standards during each of the four years after reclassification, including ELs with a disability;
- (f) The number and percentage of LTEL students and their date of first enrollment at the LEA or charter; and
- (g) Analytical findings on the effectiveness of Title III-funded services and programs. (20 U.S.C. Section 6841[a][1-7])

Program Evaluation

The goal of program evaluation is to provide information on the effectiveness of Sacramento City Unified School District’s EL services. The programs and services described in the master plan address a) program implementation, b) parent participation, c) English Learner reclassification, d) English Learner academic achievement, e) monitoring At-Risk categories, and f) EL progress in alternative programs. The table below demonstrates program evaluation goals that align with the English Learner program requirements.

Table 7.1: Program Evaluation Goals

Goals	Evaluation Questions	Evidence
a) English Learner Program implementation	<ul style="list-style-type: none"> ● Are EL programs fully and consistently implemented? ● To what extent is the EL Master plan utilized by teachers, parents, administrators, parents, and district leadership? 	<ul style="list-style-type: none"> ● Principal Assurances Checklist ● EL Program Review ● Meeting Agendas ● Surveys (Parents, Teachers, Principals, District Leadership) ● Site Visits (District and Site initiated)

		<ul style="list-style-type: none"> ● Instructional Schedule review (i.e. Master Schedules)
b) Parents of ELs and RFEPs participate meaningfully in their children’s education	<ul style="list-style-type: none"> ● Is the rate of parent and family engagement increasing at meetings and parent conferences? ● Is the rate of parent and family participation increasing as it relates to school activities (i.e. Back to School, Family Engagement Nights, Virtual Parent Engagement activities, etc.) 	<ul style="list-style-type: none"> ● Sign-in sheets ● Meeting agendas ● Surveys ● Parent training
c) All English Learners will master English	<ul style="list-style-type: none"> ● Are ELs acquiring English at the rate that is consistent with EL program expectations? ● Is the percentage of ELs reaching reasonable fluency on the ELPAC in 5 years or less, comparable to the state of California’s average? ● Is the number of LTEL students in grades 5 through 8 decreasing by 5% annually? 	<ul style="list-style-type: none"> ● ELPAC assessment results ● The district developed summative assessment results ● Reclassification data
d) English Learner academic achievement	<ul style="list-style-type: none"> ● Are ELs that are receiving ELD services progressing academically relative to program goals and expectations? ● Is there an increase in the percentage of ELs obtaining “C-” or better in core courses in intermediate grades? ● Are ELs proportionately represented in Special Education and GATE Referrals? 	<ul style="list-style-type: none"> ● CAASPP ELA, Math ● District report cards ● Participation rates in electives and extracurricular activities ● The district developed interim and summative assessments ● Special Education data ● GATE data
e) Monitoring “At Risk” Categories	<ul style="list-style-type: none"> ● Are ELs and RFEP students overrepresented in: <ol style="list-style-type: none"> 1. Chronic absenteeism 2. Suspensions 	<ul style="list-style-type: none"> ● ABC reports (Illuminate) ● Student records ● CAASPP ELA and Math (grades 3-8)

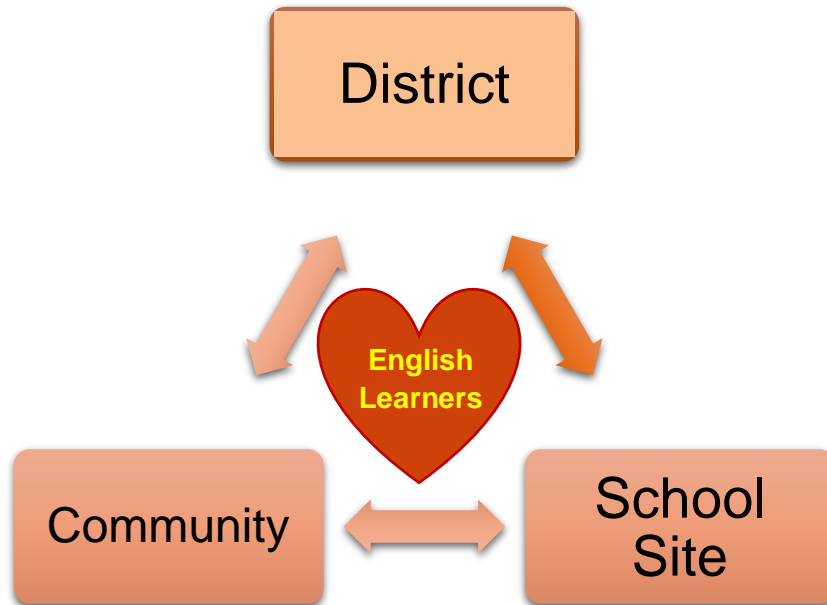
	<ul style="list-style-type: none"> 3. Expulsions 4. Special Education 5. Drop Outs 	<ul style="list-style-type: none"> ● Special Education data ● GATE data
f) EL progress in alternative programs	<ul style="list-style-type: none"> ● What percentage of students (ELs, IFEPs, RFEPs, Eos) qualify for the Seal of Bi-literacy Pathway Award? ● What percentage of all students (ELs, IFEPs, RFEPs, EOs) participating in these programs score standards “Met” or “Exceeds” in reading/language arts and mathematics on the Spanish versions of the state standards test? ● What percentage of all students (ELs, IFEPs, RFEPs, Eos) participating in these programs score at the “Met” or “Exceeds” proficiency level in English Language Arts and Mathematics on the California Standards Tests? 	<ul style="list-style-type: none"> ● Spanish version of state standardized test CAASPP ELA, Math (grades 3-8) ● Bi-literacy Pathway Award Records

To maintain records of implementation, monitoring, and improvement of services, each identified English Learner student will have an EL folder that will be housed in each student’s cumulative record. The EL folder will provide information on documentation and monitoring of English Language Development, assessment, and reclassification. The folder contains copies of the Home Language Survey, ELPAC and CAASPP results, parent notification letters, and reclassification paperwork (Note: these have been designated as purple folders that are in each English Learner’s cumulative record).

Governance and Responsibilities

The commitment of the entire school community, district staff, and allocation of sufficient resources are necessary to ensure a successful program for English Learners. Figure 7.2 shows the interconnected essential and unique roles in program implementation that contribute to student success.

Figure 7.2: English Learner Interconnected District and Community Support



District

District administration are responsible for providing timely resources to sites in order to successfully coordinate EL programs and services. These resources include qualified well-trained staff, instructional materials, supplies, equipment, staff development resources, and adequate facilities. In addition, the Multilingual Literacy administrative team, in collaboration and partnership with the instructional assistant superintendents and other district leaders, guide the curriculum development, oversee the program compliance, improvement, evaluation and data analysis, master plan updates, and updates to Title III and the Local Control Accountability Plan (LCAP) to ensure quality program implementation. Lastly, the instructional assistant superintendents, in collaboration with district department teams, work proactively with site administration to ensure that School Plans for Student Achievement (SPSAs) appropriately address areas of improvement to ensure successful implementation of EL programs and services.

School Site

The distribution of the EL student population and the diversity of the school community are important factors to acknowledge when considering EL programs. The English Learner Master Plan is a guide for program implementation, planning, and development of the Single Plan for Student Achievement (SPSA). Based on Federal Program Monitoring (FPM) findings, it is mandated that site administration in conjunction with their English Language Advisory

Council (ELAC) conduct a needs assessment that includes parent and student surveys or empathy interviews to understand the current state of services to English learners, identify any FPM findings that need to be resolved, and determine how to deliver services to students via the Multi-Tiered System of Supports (MTSS). Using the ELAC needs assessment, the site administrative team, in partnership with their Data-Based Decision Making (DBDM) team, analyze English Learner data (i.e. CAASPP, district assessments, ELPAC, and other relevant formative assessments that may be site-specific) to measure and monitor the effective use of resources, planning, program adjustments, and ongoing staff development.

Community

Community engagement plays a critical role in the governance of educational programs and student supports. Parent advisory groups such as the District English Learner Advisory Council (DELAC), the site English Learner Advisory Council (ELAC), and the district Migrant Parent Advisory Council (MPAC) are required by law (CDE, 2021). Educational partners and families hold discussions and offer input on the LCAP, Title III, EL Master Plan, and SPSA updates.

CALPADS English Language Acquisition Data and Reports

The District Technology Department, in collaboration with the Strategy and Continuous Improvement and Multilingual Literacy Departments, works to maintain the English Language status of students in the district within the Infinite Campus (IC) student information system. CALPADS is the state-level longitudinal data system used to maintain individual-level data including demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting. Each year, the CALPADS submission window opens to allow local educational agencies (LEAs) to view certification reports of their English Language Acquisition Status students, which include English Learner, fluent English proficient, and Title III eligible immigrant student data for applicable students in CALPADS.

Table 7.3 demonstrates the evaluation and accountability for each educational partner that exists in the Sacramento City Unified School District that is responsible and accountable for ensuring English Learners have access to services to bolster language and literacy development. All district personnel are responsible for the education of English Learners and the success of EL programs. The designated roles are under the supervision of the Superintendent and other cabinet-level staff. The director of the Multilingual Literacy Department works across departments and schools to coordinate services for English Learners.

Table 7.3: Evaluation and Accountability: Roles and Responsibilities

Role	Responsibility
Student	<ul style="list-style-type: none"> ● Attends school daily, arrives on time, and is engaged in school activities that include and are not limited to academic, enrichment, and extra-curricular
Parent/ Family/ Education Rights Holder	<ul style="list-style-type: none"> ● Monitors EL student’s progress in academics, homework, attendance, and behavior by: <ul style="list-style-type: none"> ○ Working with school (teachers and administration) to identify home-based supports that will support student’s academic progress ○ Regularly communicating regarding student progress with students, teachers and school principal and/or counselors ○ Attending family engagement events and parent-teacher conferences (virtual and/or in-person) ○ Participating in school committees such as English Language Advisory Council (ELAC), School Site Council (SSC), Migrant Parent Advisory Council (MPAC), District English Language Advisory Council (DELAC)
Classroom Teacher	<ul style="list-style-type: none"> ● Implements specific EL programs as outlined in the EL Master Plan and provides instruction that aligns with state-adopted frameworks and state standards ● Ensures delivery and assessment of English Language Development (ELD) instruction (both designated and integrated) ● Monitors EL’s progress, reviews school, district, and state data to modify instruction ● Implements culturally responsive teaching strategies and Universal Design Learning (UDL) to address EL, RFEP, and LTEL students ● Advocates for students that are not meeting standards or benchmarks through the Multi-Tiered Systems of Support (MTSS) framework ● Attends meetings and informs parents of progress and strategies to support students in meeting standards
Principal/ Site Administrative Team	<ul style="list-style-type: none"> ● Monitors all aspects of staffing for and instruction of EL programs as outlined in the EL Master Plan ● Monitors all English learner procedures and legal requirements ● Monitors placement of ELs and oversees reclassification process ● Leads and participates in the analysis and use of data to facilitate student progress monitoring ● Provides leadership in all aspects of the program ● Engages parents and families in the ELAC and DELAC processes ● Works with the multilingual director and Instructional Assistant Superintendent (IAS) and other district-level staff to align budget

	<p>expenditures to English learner services during the allotted budget development timelines</p> <ul style="list-style-type: none"> ● For high school, administrative teams work with IAS and other district-level staff to ensure the master schedule fully supports English Learner placements and that students are on track to meeting A-G and district graduation requirements
Academic Counselors	<ul style="list-style-type: none"> ● Assists with initial placement and transcript evaluation, using the Master Plan for ELs as a guide ● Monitors progress of ELs toward meeting language and academic benchmarks ● Assists with the interpretation of student assessments, and collaborates with teachers and other assigned staff in devising individual program modifications and interventions, as needed ● Monitors progress made toward A-G/graduation and develop an intervention plan when students become off-track ● Collaborates with institutions of higher education to facilitate a seamless transition
Director of Multilingual Literacy	<ul style="list-style-type: none"> ● Supports sites in the implementation of the EL Master Plan ● Monitors the implementation of the plan ● Reviews district and site EL data ● Monitors the instructional materials used in the classroom delivery of ELD and core curriculum to English learners ● Meets regularly with training specialists to support site instructional needs (i.e. implementation of ELD, UDL, and culturally responsive teaching strategies) ● Works with other district-level administrators and coordinators to provide ongoing professional learning for site administrators, counselors, and teachers. ● Conduct site visits to monitor EL instruction, training specialist support, EL Compliance (in collaboration with site principals and assistant superintendents) ● Monitors assessments used for evaluation of EL progress ● Prepares EL annual evaluation report ● Shares results of evaluation report with all stakeholders
Instructional Assistant Superintendents	<ul style="list-style-type: none"> ● Supports sites in the implementation of the EL Master Plan ● Monitors the implementation of the plan ● Reviews district and site EL data ● Monitors instruction and learning of English learner students ● Consults with the Multilingual Literacy Director on issues related to English Learner supports and services

	<ul style="list-style-type: none"> ● Meets with principals to ensure SPSAs align with support and services necessary for English Learners ● At the secondary level, works with the principal to ensure that the master schedule supports English learners (i.e. newcomer students, English learners, LTELs) ● Works with the budget department to align resources by the school to ensure that English learners have access to ELD classes (at the high school level) and access to the core (K-12) including adjusting staffing to provide the appropriate student to teacher ratio (ex. ELD Designated Classes at 1:20 and ELD Content Classes @ 1:27)
Assistant Superintendent of Curriculum & Instruction	<ul style="list-style-type: none"> ● Oversees materials adoptions, ordering of materials, reviews requisitions related to Title III funds ● Provides leadership in the implementation of English Language Development state and performance standards ● Provides and directs a system for implementation of state adoptions in the various subject areas (ex. world languages) ● Provides constructive leadership in curriculum and instruction through visitation of schools, observations (classroom instruction), and meetings to coordinate services and involve staff in the planning and development of English Learner program changes TK-12 ● Leads and works with school improvement initiatives that close student achievement gaps between racial, ethnic, and economic groups by working with all of the diverse communities with a focus on English Learner students ● Provides ongoing principal and teacher training to support the implementation of Designated and Integrated ELD
Chief of Human Resources	<ul style="list-style-type: none"> ● Under the supervision of the Chief of Human Resources, staff works to recruit and monitor the placement of staff with CLAD and B/CLAD certifications in collaboration with principals and the Director of the Multilingual Literacy Department ● Monitors credentials of all personnel working with English Learners

<p>Chief Academic Officer</p>	<ul style="list-style-type: none"> ● Ensures that curricula developed by the schools are aligned to ELD state standards ● Monitors coherence in student learning through continuous alignment of standards, assessment, accountability, and intervention practices ● Promotes articulation of English Learner programs and services among elementary, middle, and high school ● Coordinates with the Assessment, Research, and Evaluation Department to research the most current and effective assessment tools to evaluate progress on English Learner district priorities, and ensure that effective programs and best practices are utilized in the classroom instruction ● Provides leadership in monitoring and reviewing English Learner test data and using findings to initiate corrective action for the affected group of English Learner students and/or campuses
<p>Superintendent</p>	<ul style="list-style-type: none"> ● Evaluates district goals relative to the LEA and Title III plans, including the implementation of the English Learner Master plan, student achievement, professional development, and evaluation and accountability ● Consults with the Chief Academic Officer, Assistant Superintendent of Curriculum and Instruction, Instructional Assistant Superintendents, and Director Multilingual Literacy regarding English Learner services and supports
<p>District English Language Advisory Committee (DELAC)</p>	<ul style="list-style-type: none"> ● Reviews district-level data on program effectiveness and student achievement on an annual basis to frame recommendations for program improvement for the following year as part of its advisory role ● Advises on the development of an EL Master Plan and educational programs that serve English Learners and that takes into consideration the School Plan for Student Achievement (SPSA) ● Conducts a district-wide needs assessment ● Develops a plan to ensure compliance with any applicable teacher and teacher assistant requirements ● Reviews and comments on the district’s reclassification procedures ● Reviews and comments on written notifications required to be sent to parents and guardians ● Advises on issues relevant to English Learners in the District ● Works with other district committees
<p>English Language Advisory Committee (ELAC)</p>	<ul style="list-style-type: none"> ● Reviews site-level data on attendance, program effectiveness, and student achievement on an annual basis to frame recommendations for program improvement for the following year as part of its advisory role ● Conducts a school site needs assessment ● Advises on issues relevant to English Learners at the Site ● Works with other site committees

District, State, and Federal Program Accountability

Academic achievement is monitored at the district, state, and federal levels. At the district level and site level, staff monitor on an ongoing basis the implementation of all English Learner programs. The purpose is to ensure that all students have access to effective and compliant research-based programs for English Learners. The monitoring program is designed to a) establish high expectations and ensure that student positive outcomes are achieved, b) nurture and promote engagement of all education partners, c) strengthen the coordination between district and site level improvement efforts, d) ensure that program evaluation informs improvement efforts at the site and district level, and e) provide a process for review and modification of the English Learner Master Plan.

The state mandates that LEAs use the [California School Dashboard](#) which contains reports that display the performance of districts, schools, and student groups on a set of state and local measures to assist in identifying strengths and areas of improvement. The continuous improvement system is based on the five-by-five colored table also known as the California Five-by-Five Grid Placement Reports. The reports measure chronic absenteeism, suspension rate, English Learner progress, graduation rate, academic, and college/career indicators. The California School Dashboard also reports the results of the California Assessment of Student Performance and Progress (CAASPP) which is an annual summative assessment in English Language Arts and mathematics for grades three through eight and eleven.

English language development is monitored both at the state and district level. The English Language Proficiency Assessment for California (ELPAC) is used to determine the English proficiency of students whose primary language is not English. The ELPAC is aligned with the 2012 California English Language Development Standards and assesses four domains: Listening, Speaking, Reading, and Writing. The summative (annual) ELPAC is administered in the spring between February-May. The Initial ELPAC is administered within 30 days of enrollment to students who are new to the state of California or new to the country.

Sacramento City Unified School District uses district interim assessments to monitor literacy development and as a data point for EL reclassification. Elementary sites can use additional formative assessments to monitor EL progress such as the CORE Phonics Survey; Phonological Awareness Skills Screeners; other Foundational Skills Assessments including DIBEL 8.0; and curriculum embedded weekly, unit, and interim assessments.

All English Learner student information is recorded in state and district databases that are accessible to district personnel, site leadership, and teachers. At the state level, SCUSD must

report all English Learner data to The California Longitudinal Pupil Achievement Data System (CALPADS). At the district level, SCUSD uses the Illuminate data and assessment management system to gather student data and provide reports used by the district and school site staff. Illuminate provides reports on student demographics, attendance, scheduling, discipline, assessment history, and state reporting. District technology and data specialists provide technical support, training, and monitoring of these data systems.



CHAPTER 8 OVERVIEW

SCUSD believes that parents/ ERH are a child’s first teacher and are essential partners in the educational achievement of their children. It is the goal of SCUSD that families of English learners at all schools in the district participate meaningfully in the educational process of their children. For this reason, SCUSD is committed to promoting and fostering culturally and linguistically diverse programs that support English learners. The active involvement of family and community members in the work of the schools is essential to high achievement for all students, especially for English learners.

Federal Program Monitoring Corresponding Items

EL 01: English Learner Advisory Committee (ELAC)

1.0 A school site with 21 or more English learners (ELs) must have a functioning ELAC that meets the following requirements:

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

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

1.1 A school may designate an existing school-level advisory committee, or subcommittee of such advisory committee, to fulfill the legal responsibilities of ELAC, if the advisory body meets the criteria in paragraph “b”, above.

(EC Section 52176[b]; 5 CCR Section 11308[d])

1.2 Each ELAC has the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC) or participants in a proportionate regional representation scheme

when there are 31 or more ELACs in the local educational agency (LEA). (5 CCR Section 11308[b])

EL 02: District English Learner Advisory Committee (DELAC)

2.0 Each LEA with 51 or more ELs must form a DELAC unless the district designates for this purpose a subcommittee of an existing districtwide advisory committee. Parents or guardians, or both, of pupils of limited English proficiency who are not employed by the district shall constitute a majority of the DELAC. (EC sections 52176[a], 62002.5; 5 CCR Section 11308)

2.1 The DELAC shall advise the school district governing board on all of the following tasks:

(a) Development of an LEA master plan, including policies, per the State Board of Education (SBE) EL Roadmap Policy, guiding consistent implementation of EL educational programs and services, that takes into consideration the SPSAs.

(b) Conducting an LEA-wide needs assessment on a school-by-school basis.

(c) Establishment of LEA program, goals, and objectives for programs and services for ELs per the SBE adopted EL Roadmap Policy.

(d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements.

(e) Review and comment on the LEA's reclassification procedures.

(f) Review and comment on the written notifications required to be sent to parents and guardians. (5 CCR Section 11308)

(g) Under the local control funding formula, LEAs with at least 50 ELs and whose total enrollment includes at least 15 percent ELs must establish a DELAC, and that DELAC must carry out specific responsibilities related to the Local Control and Accountability Plan (LCAP), including providing input regarding the LEA's existing language acquisition programs and language programs, and, where possible, the establishment of other such programs. If the DELAC acts as the ELAC under EC sections 52063(b)(1) and 52062(a)(2), the DELAC shall also review and comment on the development or annual update of the LCAP. (5 CCR Section 11301)

2.2 Each LEA must provide appropriate training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal advisory responsibilities. (5 CCR Section 11308[d])

2.3 The consolidated application must also include certifications by appropriate district advisory committees, including the DELAC, that the application was developed with review and advice of those committees. (EC Section 64000[d])

EL 13: Language Acquisition Program Options and Parent Choice

13.0 School districts and county offices of education must, at a minimum, provide ELs with a

structured English immersion (SEI) program. (*EC* Section 305[a][2]) SEI programs provide nearly all classroom instruction in English, but with curriculum and a presentation designed for students who are learning English. (*EC* sections 305[a][2], 306[c][3])

13.1 Parents or legal guardians of students enrolled in the school may choose a language acquisition program that best suits their child. “Language acquisition program” refers to educational programs designed to ensure English acquisition as rapidly and as effectively as possible and provide instruction to students on the state-adopted academic content standards, including the ELD standards. The language acquisition programs shall be informed by research and must lead to grade level proficiency and academic achievement in both English and another language.

(*EC* sections 306[c], 310[a]; 5 *CCR* Section 11309[c])

13.2 An LEA shall notify parents of the language acquisition programs and language programs available in the LEA. The notice must be included with other parent and guardian rights and responsibilities required by *EC* sections 48980 and 48981. Parents of pupils enrolling in an LEA after the beginning of the academic school year shall be provided the notice described above upon enrollment. The notice shall include all of the following:

- (a) A description of any language acquisition programs provided, including Structured English Immersion;
- (b) Identification of any language to be taught in addition to English, when the program model includes instruction in another language;
- (c) The information set forth in section 5 *CCR* Section 11309[c];
- (d) The process to request establishment of a language acquisition program
- (e) If the LEA offers language programs, the notice shall specify the language(s) to be taught, and may include the program goals, methodology used, and evidence of the proposed program’s effectiveness.

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

13.3 Schools in which parents or legal guardians of 30 students or more per school, or the parents or legal guardians of 20 students or more in any grade request a language acquisition program designed to provide language instruction must be required to offer a program to the extent possible.

(*EC* Section 310[a])

13.4 When the parents of 30 pupils or more are enrolled in a school, or when the parents of 20 pupils or more in the same grade level are enrolled in a school, request the same or substantially similar type of a language acquisition program, the LEA shall respond by taking actions to

demonstrate the timelines and requirements in 5 CCR Section 11311[h] are met by the LEA.

13.5 In the case where the LEA determines it is not possible to implement a language acquisition program requested by parents, the LEA shall provide in written form an explanation of the reason(s) the program cannot be provided and may offer an alternate option that can be implemented at the school.

(5 CCR Section 11311[h][3][B])

SCUSD views EL families as valuable assets and are celebrated in the education of students. Their languages, cultures, talents, and lived experiences are critical resources unique to each school community. When schools, families, and community groups work together to support student learning, children do better in school and are more connected to their school experience. The following information will provide a snapshot of the various systems within SCUSD that support parent involvement and engagement in school.

Parent participation begins immediately with enrollment at the Matriculation and Orientation Center ([MOC](#)) at the SCUSD Enrollment Center. MOC staff work with parents to help identify English learners using the Home Language Survey, and then assess their English language proficiency using the state mandated English Language Proficiency Assessment for California (ELPAC). After enrollment and testing, the MOC staff explains each program at the school sites so the family/ERH understands the options available to their child/ren. Once the school site has been confirmed, the school is notified of the enrollment of an English learner student. For secondary students, the parents can also meet with the school staff to discuss appropriate course placement, a plan for graduation, post-secondary preparation, and how to access school information in their home language.

In addition to the services provided at the MOC, other departments support families throughout their engagement with SCUSD. The Family and Community Empowerment ([FACE](#)) department works closely with schools to provide families access to training, information, and support in finding community resources. The [Connect Center](#) is a single access point to services that support the social, emotional, and health needs of all students. The Multilingual Literacy Department ([MLD](#)) supports parent engagement in advisory committees and notifies parents of student progress in English language proficiency.

Communication with Families

SCUSD believes that communication with all families of English learners in their primary language is essential to foster support, involvement, and engagement. All district communication is provided in the five majority languages represented; as of 2022, these are Spanish, Hmong, Chinese, Russian, and Vietnamese. School sites provide communication in the majority languages represented at their site. The district website also offers a translation feature.

What is Parent Engagement?

According to experts, the definition of parent engagement is parents and teachers sharing a responsibility to help their children learn and meet educational goals. Parent engagement happens when teachers and site administrators involve families in school meetings or events, and families volunteer their support at home and at school. In this way, they make a commitment. Families commit to prioritizing their child’s educational goals, and teachers commit to listening and providing a space for collaboration. Table 8.1 demonstrates family engagement activities that are school and family initiated. This is provided as a quick guide to help parents, teachers and administrators in understanding their contributions to parent engagement.

Table 8.1: Examples of Family Engagement Activities

Family Engagement Activities	
School Initiated	Family Initiated
At the District	
Solicit input from families on district family engagement policies.	Participate on district-level advisory committees.
Provide training on curricular and budgetary decision-making for parent coordinators and families.	Participate in planning and delivery of staff training on parent involvement.
Create and support parent centers at school sites.	Participate in development and review of district and school level parent involvement plans and policies.
At School	
Create a welcoming environment.	Attend parent-teacher conferences.

Celebrate families and the assets they bring to schools.	Visit their child’s classroom.
Work with families as partners to improve student achievement.	Volunteer in the classroom (your child’s or another classroom).
Assist families to access community resources.	Volunteer at lunch or after school to support students.
Provide resources that are accessible for parents/families to attend school wide events (i.e. translated flyers, programs, phone call invitations).	Attend or support school wide events.
Create interactive activities in the parent resource center so parents/families feel welcome and as key education partners with the school.	Visit the parent resource center.
Provide information on school-level advisory committees in multiple languages.	Participate on school-level advisory committees.
At Home	
Promote effective two-way communication with families.	Provide a quiet space at home for homework.
Assist families to create home conditions to support academic achievement.	Limit TV watching and video games.
Provide information on expectations, standards, and how families can be involved, in an accessible language and format.	Read out loud to your student.
Keep families informed on student progress and maintain regular communication.	Talk about school and the importance of learning.
Provide parent education classes or parent teacher meetings to help parents understand the importance of homework and how this can help their child be successful.	Help organize homework.
Model how parents can link learning to current events.	Link learning to current events.

Parent Advisory Committees

Participating on parent advisory committees is one way for parents to be partners with schools and the district. Committees provide parents of English learners with opportunities to be involved in their child's education. Parents collaborate with SCUSD staff, evaluate instructional services, and provide advice about programs for their children. In addition, parents of English Learners are invited to collaborate with District staff and provide recommendations for districtwide plans focused on serving English Learners, including the Local Control and Accountability Plan (LCAP), Title III, School Site Council, and Single Plans for Student Achievement (SPSAs). Parents are encouraged to participate in all committees and advise the school, district, and school board on services for English Learners. Two advisory committees play an especially important role in the education of English learners.

- **English Learner Advisory Committee (ELAC):** The purpose of the school-based ELAC is to provide families of English Learners the opportunity to offer input and advice to the principal and school staff on English Learner programs at their school. The principal is responsible for ensuring that the school has a functioning ELAC that meets its legal responsibilities.

As stipulated in [California Education Code](#), each school with 21 or more English Learners must establish a functioning English Learner Advisory Committee (ELAC). ELACs are not decision-making councils nor do they approve expenditures from any funding source; however, they provide valuable input and advice on school decisions and use of funding sources dedicated to English Learners.

ELAC Requirements

1. Members will be chosen by election. All parents/guardians of English Learners have an opportunity to vote to elect the officers.
2. Members will receive materials in their home language and training related to carrying out their legal responsibilities.
3. The ELAC advises the principal and staff on programs and services for English Learners using academic performance measures.
4. The ELAC shall assist the school in the development or review of:
 - a. School's Single Plan for Student Achievement
 - b. School's needs assessment
 - c. School's annual language census
 - d. Ways to make parents aware of the importance of regular school attendance

- e. Ways to meet the social and academic needs of ELs
 - f. Ways to improve communication with the parents and the broader community
5. At its first or second meeting of the year, the ELAC will elect one representative and one alternate representative to the District English Learner Advisory Committee (DELAC).
 6. The ELAC maintains recorded minutes and agendas.
 7. The site principal and the Director of English Learner Services will annually review the implementation of ELAC in order to ensure that all requirements are met by each school.
 8. Each school will actively encourage all English Learner parents to consider election to ELAC and DELAC and/or to participate in ELAC and DELAC meetings even if not a formal representative.

ELAC Election Process

Elections for ELAC will be conducted annually at the school site before October 30 each year. Members will serve for two years, with half the membership elected each year. Membership composition must reflect the percentage of English Learners in the school. Membership will include parents and school staff (fewer than the number of parents). Each ELAC committee shall have a minimum of five members and a maximum of ten members, exclusive of the site principal or designee. Once ELAC officers are elected, each ELAC shall elect one representative and one alternate representative to the DELAC. If an ELAC member must be replaced during the year, the replacement will serve for the remainder of the year. At the beginning of the following year, an election must be held to fill the position.

- ***District English Learner Advisory Council (DELAC):*** While the ELAC is the advisory committee for English learner programs at the school site level, DELAC is the advisory committee for English learner programs at the district level. As with ELAC there is a two-way flow of information during DELAC meetings. At the first meeting of the school year, parents are surveyed to discover what they wish to learn more about during the school year. Communication through DELAC flows from the parents to the district as the DELAC advises the Board of Education in the following areas:
 1. Development and revision so the district English Learner Master Plan;
 2. Conducting a district wide needs assessment on a school-by-school basis;
 3. Setting district goals and objectives for programs and services for English learners;
 4. Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements;

5. Review of and comment on the school district’s reclassification procedures;
6. Review of and comment on the written notifications required to be sent to parents and guardians.

Each school with an ELAC sends at least one representative to the DELAC to participate in the meetings and share information from the sites to the district and from the district to the sites. The DELAC fulfills its functions in accordance with its bylaws.

- **School Site Council:** The School Site Council (SSC) is a group of teachers, parents, classified employees, and students (at secondary level) that works with the principal to develop, review, and evaluate school improvement programs and school budgets through the development of the SPSA.

Community Engagement to Inform LCAP Development

The LCAP is the district’s plan for meeting its goals in the eight state priority areas and aligning the district’s efforts to specific student achievement outcomes. This plan is a mandated part of the Local Control Funding Formula (LCFF) process and reflects the district’s local accountability to the community, county, and state. One key aspect of the LCAP process is the engagement of all educational partners. Staff, administrators, labor partners, community members, parents/guardians, and students must be consulted to provide input to inform the plan. The annual and ongoing engagement of educational partners is a key part of SCUSD’s LCAP development process. It is important that the goals, actions, expenditures, metrics, and targets within the LCAP are informed by the voices of students, families, staff, and community members. Engagement opportunities include listening sessions, meetings with district committees/groups, district surveys, public comment on the posted draft, and public comment at the public hearing and related board presentations. Community voice has been a critical component in SCUSD’s recent development processes and many of the priorities and recommendations provided have had a significant impact in shaping the structure and content of the current LCAP. Families of English Learners can participate in decision making through any of the district wide opportunities as well as opportunities provided within district committees/groups including, but not limited to:

- **African American Advisory Board (AAAB):** The AAAB works to advise the board, superintendent, and relevant district staff regarding accountability of services, programs, policies, and resources that directly impact the district/school culture and

climate of classrooms and the academic, social/emotional, and personal outcomes for Black/African American students. The AAAB also reviews, monitors and evaluates the continuous improvement of the district's implementation of the board-adopted Black/African American Task Force recommendations.

- **American Indian Education Program Parent Committee (AIEP PC):** The AIEP PC meets monthly to advise, advocate for, and approve programs allocated for American Indian and Alaska Native students and families.
- **Community Advisory Committee (CAC):** The CAC acts in an advisory capacity to the Special Education Local Plan Area (SELPA) and supports individuals with exceptional needs and their families.
- **District English Learner Advisory Committee (DELAC):** The DELAC meets regularly to advise district officials on English Learner programs and services with the overall goal of helping English Learners attain English proficiency and achieve academic success.
- **LCAP Parent Advisory Committee (PAC):** The LCAP PAC meets monthly to provide input and feedback on LCAP actions, services, and expenditures to support LCAP development. This includes review and analysis of district data and other stakeholder input to gain a deeper understanding of student needs and how those needs can be addressed to improve outcomes for all students.
- **Student Advisory Council (SAC):** SAC works to develop policy initiatives, meet with district staff and committees, and work to ensure that all student voices are represented.

Safe Haven

In order for families to feel safe partnering with the district and their school, Sacramento City Unified School district ensures a safe educational environment for all students. SCUSD is a “Safe Haven” school district for students and families threatened by immigration enforcement or discrimination to the fullest extent provided by the law. SCUSD is committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity, socioeconomic status or beliefs. This includes English learners and their families who may be undocumented. Further information on the specific protections provided by a Safe Haven district are at <https://www.scusd.edu/safe-haven-district>

Home Visit Project

Parent Teacher Home Visits started as a pilot project at eight schools in Sacramento in 1998 as a collaboration between community partner ACT, the Sacramento City Teachers Association, and SCUSD. This Sacramento success story has grown into a national network with over 400 schools using the model in 28 states and Washington, DC.

PTHV's core values of respect and relationship set the program apart:

- Visits are voluntary for both teachers and families;
- Teachers are trained and compensated for their time;
- Visits are arranged in advance and done in teams of two;
- Visits are offered across the student body – no targeting, and
- We discuss our hopes and dreams for our students, leading to meaningful conversations and common goals.

Volunteering at Site and in Classrooms

SCUSD provides multiple opportunities for parents, guardians, and community members to engage in contributing in the advancement of educational values centered in equity, access and social justice. Volunteering in schools and classrooms is another form of engagement that supports the climate and culture of schools. Essential volunteer opportunities may vary site by site, under the determination of the school site administrator. The following information guides the volunteer process at SCUSD:

SCUSD Volunteer Process Step-By-Step

1. Complete the following: [SCUSD Volunteer Packet](#) at:
<https://www.scusd.edu/document/volunteer-packet>
 - a. Return it to your school site along with a TB clearance. TB clearances must be updated every 4 years.
2. Please note that **ALL** Volunteers must Live Scan fingerprint. Use the Request for Live Scan form in the Volunteer Packet at open Live Scan offices.
3. The COVID-19 Vaccine or Weekly Testing form* at:
https://app.informedk12.com/link_campaigns/covid-19-vaccination-record-submission-on-going?token=Fj7jPdT1wL5nm17VKnEMoafY
 - a. ****The California Department of Public Health (CDPH) issued a new [public health order](#) effective August 12, 2021 requiring all school staff and volunteers to either show proof of full vaccination or be COVID-19 tested at least once per week. To collectively reduce the impact and spread of COVID-19 in our schools and***

community and to comply with the public health order. If you are not vaccinated or decline to state, you will be reminded to test and report weekly by email.

4. Volunteer Application signature approval from administrator at school site selected for Volunteer Service.
5. Participate in SCUSD Volunteer Training available at:
<https://mandatedreporter.ca.com/training/school-personnel>
6. Once the Criminal Background check is cleared; the SCUSD HR Department will contact the designated school site with permission to begin Volunteer Service.



CHAPTER 9 OVERVIEW

This chapter gives an overview of the funding and considerations to support the implementation of the EL Master Plan. The overview includes a brief summary of the Local Control Funding Formula (LCFF). The district budget decision-making process is presented as an ongoing process of improvement. This chapter also outlines the master plan alignment to expenditures and includes general fund resources. Lastly, this plan highlights the importance of including the School Plans for Student Achievement as a guiding document for appropriate resource allocation monitoring. The federal program monitoring corresponding items that support this chapter are listed below.

Federal Program Monitoring Corresponding Items

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

5.0 The EL program must be included in the development of the SPSA.

5.1 The development of the SPSA shall include the following actions:

(a) The SPSA administration of a comprehensive needs assessment with an analysis of academic performance and language development data to determine EL student and program needs. (*EC Section 64001[g][2][A]*)

(b) The process for annually evaluating and monitoring implementation and progress toward accomplishing program goals identified in the SPSA particularly those which address the needs of low-achieving ELs and students at risk of not meeting state academic content standards.

(*EC Section 64001[g][s][B]*)

EL 07: Supplement, Not Supplant with Title III

7.0 General fund resources must be used to provide services and programs for ELs, including ELD and access to the standard instructional program. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds. (*EC Section 52168[b][c]*)

7.1 Each LEA must use Title III funds only to supplement, not supplant federal, state, and local public funds that, in the absence of such availability, would have been expended for programs for ELs and immigrant children and youth and in no case to supplant such federal, state, and local public funds. (20 U.S.C. Section 6825[g]; *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989)

7.2 Each LEA must properly assess charges for direct or indirect costs of Title III Limited English

Proficient (LEP) and immigrant student funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee. (2 CFR sections 200.413, 211.43[a])

7.3 The use of Title III funds must meet the following requirements:

(a) An LEA utilizes no less than 98 percent of Title III EL apportionments on direct services to ELs and may not use more than 2 percent of such funds for the administration of this program for a fiscal year. (20 U.S.C. Section 6825[b])

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

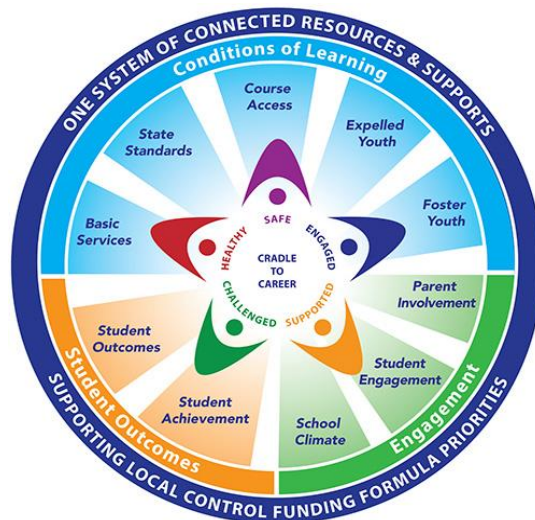
8.0 Each employee paid in part from Title III and in part from a second funding source, or any employee paid from multiple cost objectives, must provide support for the distribution of their salary or wages among specific activities or cost objectives, or an approved sampling method must be used.

8.1 Employees funded solely under Title III must complete a semiannual certification of such employment.

Local Control Funding Formula

The Local Control Funding Formula (LCFF), which was signed into law in 2013, is California’s accountability system that provides more local control and equitable school systems across LEAs. This hallmark legislation gives LEAs the flexibility to address student needs via focused approaches to increase and improve services for low-income students, English Learners, and foster youth to reach their potential (CDE, 2021).

Figure 9.1: Local Control Funding Formula Priorities: One System/Whole Child Integration



The Local Control Funding priorities provide a map to support conditions for learning, engagement, and student outcomes and are reflected in SCUSD’s Local Control Accountability Plan (LCAP). SCUSD updates the LCAP annually with articulated goals, actions, expenditures, and metrics to support student outcomes pursuant to Education Code Sections 52060-52063, 52065, 47605, 47605.5, and 47606.5.

District Budget Decision Making Process

SCUSD has a streamlined process to support all LCAP priority areas. SCUSD remains committed to supporting and allocating sufficient funds to implement the English Learner Master Plan. Funds are allocated based on Title III state regulations and district policies. Title III funds are used to supplement the base educational program. Title III funds are not to supplant general fund resources. The table below demonstrates the Title III Funding Source for English Learners and Immigrant Education program description and allowable expenditures.

Table 9.2: Title III Funding Source for English Learners and Immigrant Education

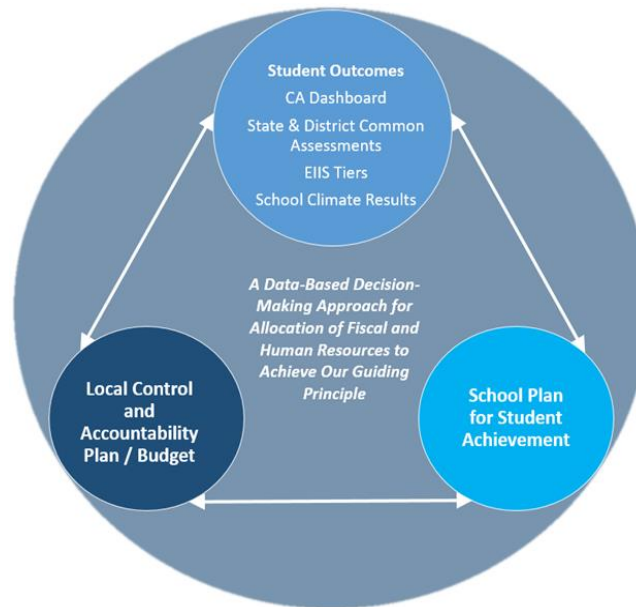
Funding Source	Title III English Learner Program	Title III Immigrant Education Program
Funding Description	Funding made available to local educational agencies (LEAs) to provide supplementary programs and services to English learner (EL) students (CDE, 2021). This funding source is directly associated with the LCAP plan to ensure ELs make annual progress toward English language proficiency.	Funding made available to local educational agencies (LEAs) to provide supplementary programs and services to eligible immigrant students and youth.
Student Eligibility	English Learners, K-12	Defined by ESEA Section 3201(5) as an individual student who is (a) age three through twenty-one (b) was not born in any state (in U.S., District of Columbia or Commonwealth Puerto Rico) (c) has not been attending any one or more schools in the United States for more than three full school years
Supplementary Services	The purpose of the Title III English Learner is to a) increase the language	The purpose of the Title III Immigrant Student Education Program subgrants is

	<p>proficiency of English learners by providing effective language instruction educational programs, b) provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school community-based organizational personnel, and</p> <p>c) provide activities and strategies that enhance educational programs for English learners.</p>	<p>to pay for enhanced instructional opportunities to immigrant students and their families.</p>
<p>Appropriate Expenditure Examples</p>	<ul style="list-style-type: none"> • Upgrading program objectives and effective instructional strategies • Improving the instructional program for ELs by identifying, acquiring, and upgrading curricula, instructional materials, educational software and assessment procedures. • Developing and implementing effective preschool, elementary school, or secondary school language instructions education programs that are coordinated with other relevant programs and services. • Providing community participation programs, family literacy services and parent and family outreach and training activities to English learners and their families. 	<ul style="list-style-type: none"> • Family literacy, parent and family outreach, and training activities • Recruitment of, and support for, personnel, including teachers and paraprofessionals who have been specifically trained to provide services to immigrant children and youth. • Provisions of tutorials, mentoring, and academic or career counseling for immigrant children and youth. • Other instructional services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education.

EL Master Plan Alignment to Expenditures

The English Learner Master Plan is aligned to the Local Control Accountability Plan (LCAP), School Plans for Student Achievement (SPSA), and Federal Program Monitoring (FPM). The figure below demonstrates how SCUSD guides the alignment of expenditures as it relates to English learners (see glossary of terms).

Figure 9.3: Representation of the SPSA, Budget, and LCAP Alignment



General Fund Resources

SCUSD uses the General Fund to provide the base program for all students. The base program includes district-adopted materials for English Language Development (ELD) and core content areas like English Language Arts (ELA) and Mathematics in order to improve English language proficiency and academic achievement. General funds are used for core curricular materials, instructional supplies, administrator and teacher salaries, and other district services such as custodial, nutrition services, and facilities and operations. In addition, general funds support the multi-tiered support services, data-based decision-making processes, and monitoring and intervention programs to improve and evaluate the base program.

Supplemental Funds

SCUSD receives supplemental funds that include Title I, Title III, and LCFF Supplemental and Concentration funds to enhance the base programs and services for English learners. These supplemental funds are not to replace, or supplant, the base program. English learner funding is based on an annual needs assessment that aligns to the School Plan for Student Achievement (SPSA) to increase language acquisition and improve academic achievement.

Resource Allocation Monitoring

Resource allocation monitoring depends on the alignment of the expenditures to the SPSAs at the site level. Sites are required to maintain documentation showing evidence that the

resources are funded and aligned to the SPSA. All SPSAs are reviewed by the Instructional Assistant Superintendents, Federal and State Program Director, LCAP/SPSA Coordinator, and the Multilingual Literacy Department. The following information summarizes the State and Federal monitoring that guides the work for SCUSD.

State and Federal Monitoring

Twice a year, the Multilingual Literacy department must report expenditures for all federal programs through the Consolidated Application (ConApp). The District English Learner Advisory Council (DELAC) reviews the Winter and Spring ConApp. DELAC approves our application for Title III funding as well as the Title III plan documented in the LCAP Addendum. In the spring, the School Board reviews the ConApp and the Title III section of the LCAP Addendum.

The LCAP Addendum's Title III section must be reviewed and updated by the Multilingual Literacy Department in collaboration with the DELAC. The updated Title III section of the LCAP Addendum is included in the Spring ConApp for Board approval.

District Level Monitoring

Each year, the State and Federal Department includes a cost allowability document in the principal's budget development packet. This document provides guidance on Title I and LCFF Supplemental and Concentration funds' state and federal requirements.

The SPSA mid-year review process is another layer of monitoring. To prepare for the review, sites must collect local data that will help them determine whether their high leverage Title I funded strategies/activities have been effective in achieving their goals thus far. The mid-year review assists in budget development decision-making and updates to the SPSA.

In the spring, updated SPSAs are reviewed for Title I cost allowability. Throughout the following school year, as schools submit requisitions for expenditures, the budget department checks in with the State and Federal department to ensure allowability and verify SPSA quotations.

School Plan for Student Achievement

Each school's School Plan for Student Achievement must have English learner goals to improve student outcomes, identified through the needs assessment which addresses the academic and language proficiency needs of ELs. The SPSA plans include evidence-based strategies, actions, or services to reach EL goals. The SPSA is reviewed and approved by the School Site Council (SSC) with recommendations from the English Language Advisory

Committee (ELAC) and final approval from the Board of Education on an annual basis and whenever there are changes to the plans.

SCUSD follows a transparent budget process to ensure that all educational partners are informed and engaged. Through the Federal Program Monitoring (FPM) process, the district has procured a process to ensure all sites are compliant in spending English learner-designated funds to improve student outcomes.





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: June 23, 2022

Subject: Business and Financial Information

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

Division: Business Services

Recommendation: Receive business and financial information.

Background/Rationale: Purchase Order Board Report for the Period of April 15, 2022 through May 14, 2022

Financial Considerations: Reflects standard business information.

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

Documents Attached:

1. Purchase Order Board Report for the Period of April 15, 2022 through May 14, 2022

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00346	V-POWER EQUIPMENT INC	MATERIALS & SERVICE AS NEEDED FOR PLUMBING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B22-00820	Sunny McCall	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00821	THE HOME DEPOT PRO	MULTI-MEDIA -SUPPL- S. STEINBERG @ SAC.NEW TECH HS	CAREER & TECHNICAL PREPARATION	01	900.00
B22-00822	THE HOME DEPOT PRO	SITE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,500.00
B22-00823	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	POSTAGE REFILL FOR PARENT COMMUNICATIONS FY22	C. K. McCLATCHY HIGH SCHOOL	01	1,000.00
B22-00824	JERRY HUDSON dba JERRY'S CARPE T CARE	JANITORIAL SERVICE	BUILDINGS & GROUNDS/OPERATIONS	01	90,000.00
B22-00825	Christina McMurry	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	800.00
B22-00826	HIDDEN VILLA RANCH	HARD COOKED EGGS FOR SY 2021-22	NUTRITION SERVICES DEPARTMENT	13	15,000.00
B22-00827	JENNIE-O TURKEY STORE	TO PURCHASE SUNBUTTER SANDWICHES FOR SY 2021-2022	NUTRITION SERVICES DEPARTMENT	13	24,502.60
B22-00828	DIPIETRO & ASSOCIATES INC	21-22 AED SUPPLIES	HEALTH SERVICES	01	7,000.00
B22-00829	HENK and SONJA STRAVER HAK	SETTLEMENT PAYMENT OAH 2021090277	SPECIAL EDUCATION DEPARTMENT	01	9,000.00
B22-00830	BARFRESH CORPORATION INC	PURCHASE READY-TWIST & GO FRUIT SMOOTHIE	NUTRITION SERVICES DEPARTMENT	13	50,700.00
B22-00831	CROWN EQUIPMENT CORPORATION	WAREHOUSE FORKLIFT REPAIR	NUTRITION SERVICES DEPARTMENT	01	300.00
B22-00832	LAKESHORE LEARNING MATERIALS	INSTRUCTIONAL SUPPLIES AND POSTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	5,000.00
B22-00833	NATES FINE FOODS CAPITOLSOURCE BUSINESS FINANCE	TO PURCHASE PASTA PRODUCTS FOR 2021-22 SY	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B22-00834	HALO BRANDED SOLUTIONS INC	2021/2022 RECRUITMENT FAIR SWAGS	HUMAN RESOURCE SERVICES	01	3,500.00
B22-00835	SEATTLE FOOD TECH INC dba REBE LLYOUS FOODS	NS FOOD	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B22-00836	SCHOOL SPECIALTY	After Close/BLANKET ORDER FOR CLASSROOM MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	5,125.00
B22-00837	MATHEWS FAMILY ENTERPRISES AQU A PERFECTION	SWIMMING POOL SUPPLIES	BUILDINGS & GROUNDS/OPERATIONS	01	12,000.00
B22-00838	REXEL USA INC PLATT ELECTRIC SUPPLY	MANUFACTURING_CLASS SUPPLIES	CHARLES A. JONES CAREER & ED	11	2,850.00
B22-00839	SIGNATURE GRAPHICS	0104-416 ELDER CREEK IRR-BLUEPRINT SERV	FACILITIES SUPPORT SERVICES	21	200.00

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

Page 1 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00388	OFFICE DEPOT	GLAD INSTRUCTIONAL MATERIALS OD BLANKET 2021-22	PACIFIC ELEMENTARY SCHOOL	01	15,000.00
CHB22-00389	OFFICE DEPOT	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY SCHOOL	01	7,500.00
CHB22-00390	OFFICE DEPOT	CLASSROOM SUPPLIES	TAHOE ELEMENTARY SCHOOL	01	6,303.73
CHB22-00391	OFFICE DEPOT	OFFICE DEPOT SUPPLEMENTAL SUPPLIES FY 21/22	TAHOE ELEMENTARY SCHOOL	01	6,013.67
CHB22-00392	OFFICE DEPOT	STEAM MATERIALS OD BLANKET 2021-22	PACIFIC ELEMENTARY SCHOOL	01	40,000.00
CHB22-00393	OFFICE DEPOT	INSTRUCTION AND CLASSROOM SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	15,000.00
CHB22-00394	OFFICE DEPOT	OFFICE DEPOT 2021-2022	EARL WARREN ELEMENTARY SCHOOL	01	3,000.00
CHB22-00395	OFFICE DEPOT	CLASSROOM INSTRUCTIONAL SUPPLIES	ETHEL PHILLIPS ELEMENTARY	01	2,500.00
CHB22-00396	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT CLASSROOM SUPPLIES 2021-22	PETER BURNETT ELEMENTARY	01	12,000.00
CHB22-00397	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	JOHN BIDWELL ELEMENTARY	01	9,085.23
CHB22-00398	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	ROSEMONT HIGH SCHOOL	01	20,000.00
CHB22-00399	ODP BUSINESS SOLUTIONS LLC	21-22 SPED INSTRUCTIONAL MATERIALS-OFFICE DEPOT	JOHN CABRILLO ELEMENTARY	01	825.00
CHB22-00400	ODP BUSINESS SOLUTIONS LLC	21-22 SPED INSTRUCTIONAL MATERIALS-OFFICE DEPOT	JOHN CABRILLO ELEMENTARY	01	320.00
CHB22-00401	ODP BUSINESS SOLUTIONS LLC	WIOA I_ADULT PROGRAM	CHARLES A. JONES CAREER & ED	11	2,718.75
CHB22-00402	ODP BUSINESS SOLUTIONS LLC	WIOA I_OUT OF SCHOOL YOUTH	CHARLES A. JONES CAREER & ED	11	2,718.75
CHB22-00403	SCUSD - RAY MORGAN CO	CANON COPIER RENTALS	H.W. HARKNESS ELEMENTARY	01	7,000.00
CHB22-00404	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT CHARGEBACK	CAPITAL CITY SCHOOL	01	16,204.65
CHB22-00405	ODP BUSINESS SOLUTIONS LLC	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	FATHER K.B. KENNY - K-8	01	6,500.00
CHB22-00406	ODP BUSINESS SOLUTIONS LLC	STUDENT INSTRUCTIONAL MATERIALS	FATHER K.B. KENNY - K-8	01	17,500.00
CHB22-00407	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT SUPPLIES	CAPITAL CITY SCHOOL	01	11,000.00
CHB22-00408	ODP BUSINESS SOLUTIONS LLC	STUDENT INSTRUCTIONAL MATERIALS	FATHER K.B. KENNY - K-8	01	7,000.00
CHB22-00409	ODP BUSINESS SOLUTIONS LLC	WIOA_ADULT BASIC SUPPLIES	CHARLES A. JONES CAREER & ED	11	6,500.00
CHB22-00410	THE HOME DEPOT PRO	SUPPLY WORKS -SCHOOL YEAR 2020/2021-SUPPLIES	CAPITAL CITY SCHOOL	01	3,231.40
CHB22-00411	OFFICE DEPOT	21-22 ELL INSTRUCTIONAL MATERIALS-OFFICE DEPOT	JOHN CABRILLO ELEMENTARY	01	183.31

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ESCAPE ONLINE

Page 2 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB22-00412	OFFICE DEPOT	office depot BO	CAPITAL CITY SCHOOL	01	14,546.00
CS22-00375	YOUNG & BUILDING LLC	RESTORATIVE MENTORING WITH YOUNG & BUILDING	OAK RIDGE ELEMENTARY SCHOOL	01	10,000.00
CS22-00376	ELIZABETH VENEGAS HUERTA	LUTHER BURBANK PARENT ENGAGEMENT ELAC SUPPORT	LUTHER BURBANK HIGH SCHOOL	01	1,360.00
CS22-00377	MTW GROUP	0104-416 ELDER CREEK IRRIGATION	FACILITIES SUPPORT SERVICES	21	56,895.00
CS22-00378	TOTAL EDUCATION SOLUTIONS	INDEPENDENT EDUCATIONAL EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	14,500.00
CS22-00379	NATIONAL ANALYTICAL LAB INC	0495-453 WCW GYM HVAC ABESTOS TESTING	FACILITIES SUPPORT SERVICES	01	970.00
CS22-00380	NATIONAL ANALYTICAL LAB INC	0151-453 LDV GYM HVAC ASBESTOS TESTING	FACILITIES SUPPORT SERVICES	01	995.00
CS22-00381	QUALITY FAMILY SERVICES	RESIDENTIAL PLACEMENT PER AGREEMENT	SPECIAL EDUCATION DEPARTMENT	01	95,000.00
CS22-00382	NATIONAL ANALYTICAL LAB INC	454 SEQUOIA SHADE STRUCTURE PHASE 1	FACILITIES SUPPORT SERVICES	01	750.00
CS22-00383	COMPREHENSIVE SECURITY SERVICE S INC	Security Services for Community Fair 5/21/22	COMMUNICATIONS OFFICE	01	500.00
CS22-00384	WINN WINN STRATEGIES	TRANSFORMATIVE JUSTICE PROFESSIONAL DEVELOPMENT	OAK RIDGE ELEMENTARY SCHOOL	01	4,000.00
CS22-00385	EARTH MAMA HEALING INC	STUDENT SUPPORT	KIT CARSON INTL ACADEMY	01	2,000.00
CS22-00386	MIKE ANICICH dba ANICICH LANDS CAPE	IRRIGATION FOR SCHOOL GARDEN	OAK RIDGE ELEMENTARY SCHOOL	01	2,500.00
CS22-00387	SELF AWARENESS & RECOVERY	STUDENT ENGAGEMENT AND ENRICHMENT	SAFE SCHOOLS OFFICE	01	13,300.00
CS22-00388	UNIVERSITY ENTERPRISES INC	CSUS INVOICE FOR TUTORS	SUCCESS ACADEMY	01	5,988.00
CS22-00389	NATURE'S CRITTERS	On Site Field Trip: Nature Critters	EARL WARREN ELEMENTARY SCHOOL	01	450.00
CS22-00390	HOPE HELPING OUR PEOPLE EAT	STUDENT ENGAGEMENT AND ENRICHMENT	SAFE SCHOOLS OFFICE	01	33,000.00
CS22-00391	DANIELLE CHRISTY dba INCLUSIVE LY MINDED	INDEPENDENT PSYCHO-EDUCATIONAL EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
CS22-00392	VERDE DESIGN INC	0520-442 HIRAM JOHNSON BASEBALL - ARCHITECT	FACILITIES SUPPORT SERVICES	21	328,130.00
CS22-00393	RAINFORTH GRAU ARCHITECTS	455 SHADE STRUCT 8 SCHOOLS-ARCH SERV	FACILITIES SUPPORT SERVICES	01	208,000.00
CS22-00394	ADDICTION TREATMENT TECH	CARE SOLACE MOU - MENTAL HEALTH SVC.	STUDENT SUPPORT&HEALTH SRVCS	01	37,625.00
CS22-00395	NATIONAL ANALYTICAL LAB INC	455 ASBESTOS TESTING - HOLLYWOOD PARK	FACILITIES SUPPORT SERVICES	01	150,500.00
CS22-00396	NATIONAL ANALYTICAL LAB INC	454 LEATAATA FLOYD ASBESTOS TESTING	FACILITIES SUPPORT SERVICES	01	1,015.00
CS22-00396	NATIONAL ANALYTICAL LAB INC	454 LEATAATA FLOYD ASBESTOS TESTING	FACILITIES SUPPORT SERVICES	01	850.00

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CS22-00397	KBRA HOLDINGS LLC KROLL BOND R ATING AGENCY LLC	PUBLISHED RATING FOR MEASURE H GO BOND SALE	BUSINESS SERVICES	21	55,000.00
CS22-00398	CONDITIONS FOR LEARNING	CONDITIONS FOR LEARNING	LEATAATA FLOYD ELEMENTARY	01	21,000.00
CS22-00399	COMPREHENSIVE SECURITY SERVICE S INC	SECURITY SERVICE FOR 2022 PROMOTION-PREPAYMENT	FERN BACON MIDDLE SCHOOL	01	432.48
CS22-00400	UNIVERSITY ENTERPRISES INC	SCUSD & CSUS STEM TEACHER RESIDENCY PROGRAM YR2	ACADEMIC OFFICE	01	75,000.00
N22-00058	POSITIVE BEHAVIOR SUPPORTS COR PORATION	NONPUBLIC AGENCY (BEHAVIOR/INCLUSION)	SPECIAL EDUCATION DEPARTMENT	01	750,000.00
P22-03053	CDW GOVERNMENT	LAW/CJA- LAPTOP AND PRINTER	HIRAM W. JOHNSON HIGH SCHOOL	01	2,189.45
P22-03054	DELTA WIRELESS INC	MOTOROLA BATTERIES AND CLIPS	HIRAM W. JOHNSON HIGH SCHOOL	01	431.97
P22-03055	CDW GOVERNMENT	MEDICAL ASSISTANT -DESKTOP MINI	CHARLES A. JONES CAREER & ED	11	1,026.34
P22-03056	CDW GOVERNMENT	VN -DESKTOP MINI_TEACHERS	CHARLES A. JONES CAREER & ED	11	3,079.02
P22-03057	CDW GOVERNMENT	JOB CENTER -DESKTOP MINI_RUTH	CHARLES A. JONES CAREER & ED	11	1,026.34
P22-03058	CDW GOVERNMENT	ALL IN ONE PRINTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	611.31
P22-03059	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES FOR YOUTH DEVELOPMENT	WASHINGTON ELEMENTARY SCHOOL	01	1,133.13
P22-03060	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	EARL WARREN ELEMENTARY SCHOOL	01	122.87
P22-03061	ICU TECHNOLOGIES INC	SECURITY CAMERA SYSTEM YEAR 2	SAFE SCHOOLS OFFICE	01	47,153.62
P22-03062	CDW GOVERNMENT	DISPLAY SCREENS AND CARTS	O. W. ERLEWINE ELEMENTARY	01	9,132.46
P22-03063	AMAZON CAPITAL SERVICES	HEADSETS FOR CLASSROOMS/STUDENTS	HUBERT H BANCROFT ELEMENTARY	01	2,390.00
P22-03064	MORGAN-NELS INDUSTRIAL SUPPLY	REPLACEMENT BRUSHES SWEEPER	ALBERT EINSTEIN MIDDLE SCHOOL	01	320.82
P22-03065	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	932.57
P22-03066	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	POOL REC HEALTH PERMIT	HIRAM W. JOHNSON HIGH SCHOOL	01	885.48
P22-03067	DEMCO INC	Library Supplies	GENEVIEVE DIDION ELEMENTARY	01	451.08
P22-03068	FOLLETT SCHOOL SOLUTIONS LLC	2022 Bowling Green Library List #2- Quote 10894204	LIBRARY/TEXTBOOK SERVICES	09	6,570.51
P22-03069	LAKESHORE LEARNING MATERIALS	"DONATION INST.MAT"-THERESA PEREZ	EARLY LEARNING & CARE PROGRAMS	12	195.09
P22-03070	GOPHER SPORT	MIDDLE SCHOOL PE EQUIPMENT	ROSA PARKS MIDDLE SCHOOL	01	15,261.31

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ESCAPE ONLINE

Page 4 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03071	FOLLETT SCHOOL SOLUTIONS LLC	Bowling Green Non-Fiction Library	LIBRARY/TEXTBOOK SERVICES	09	5,200.28
P22-03072	BOOKS EN MORE	SEL books VAPA	ACADEMIC OFFICE	01	337.24
P22-03073	DEMCO INC	Library & Textbook Supplies	LIBRARY/TEXTBOOK SERVICES	01	214.62
P22-03074	BLICK ART MATERIALS LLC	INSTRUCTIONAL SUPPLIES FOR ART CLASS (C.J. JONES)	JOHN F. KENNEDY HIGH SCHOOL	01	46.47
P22-03075	GOPHER SPORT	PE ORDER SPRING 2021-22	AMERICAN LEGION HIGH SCHOOL	01	10,412.64
P22-03076	COOLE SCHOOL INC	SCHOOL PLANNERS FOR STUDENTS	C. K. McCLATCHY HIGH SCHOOL	01	11,744.38
P22-03077	GOPHER SPORT	EQUIPMENT FOR PHYSICAL EDUCATION	HOLLYWOOD PARK ELEMENTARY	01	10,037.33
P22-03078	FOLLETT SCHOOL SOLUTIONS LLC	SPED READING RESOURCE - MR MIKLES	LUTHER BURBANK HIGH SCHOOL	01	250.98
P22-03079	FOLLETT SCHOOL SOLUTIONS LLC	SPED READING RESOURCE - MS SAELEE	LUTHER BURBANK HIGH SCHOOL	01	338.51
P22-03080	FOLLETT SCHOOL SOLUTIONS LLC	SPED READING RESOURCE - MS MCKELLER	LUTHER BURBANK HIGH SCHOOL	01	241.76
P22-03081	BOOKS EN MORE	NOVELS- HAMILTON	HIRAM W. JOHNSON HIGH SCHOOL	01	992.84
P22-03082	LAKESHORE LEARNING MATERIALS	QRIS NON INSTRUCT MATERIALS - CHARLOTTE BIER	EARLY LEARNING & CARE PROGRAMS	12	587.85
P22-03083	DESMOS, INC	DESMOS MATH CURRICULUM	WILL C. WOOD MIDDLE SCHOOL	01	24,840.00
P22-03084	IPEVO INC	DOC CAMS	BG CHACON ACADEMY	09	5,320.38
P22-03085	OFFICE DEPOT	ITEMS FOR JFK COUNSELING OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	804.29
P22-03086	OFFICE DEPOT	INK CARTRIDGES FOR TEACHERS	JOHN F. KENNEDY HIGH SCHOOL	01	2,256.83
P22-03087	OFFICE DEPOT	PURCHASE STUDENT MATERIALS SUPPLIES	CAROLINE WENZEL ELEMENTARY	01	4,282.11
P22-03088	OFFICE DEPOT	CULINARY INST. SUPPLIES	ROSEMONT HIGH SCHOOL	01	1,190.57
P22-03089	OFFICE DEPOT	INK CARTRIDGES FOR OFFICE STAFF	JOHN F. KENNEDY HIGH SCHOOL	01	2,256.83
P22-03090	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	2,163.01
P22-03091	THE HOME DEPOT PRO	LAW INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	195.72
P22-03092	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	Student Planners to support students	GENEVIEVE DIDION ELEMENTARY	01	1,478.64
P22-03093	WESTERN PSYCHOLOGICAL SERVICES	SPEECH MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	666.54
P22-03094	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	358.88
P22-03095	TEAMCAST LLC	ATHLETICS- MEN'S VOLLEYBALL UNIFORMS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,687.26
P22-03096	SOCIAL STUDIES SCHOOL SERVICE	SOCIAL SCIENCE NOVEL	HIRAM W. JOHNSON HIGH SCHOOL	01	606.89

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ESCAPE ONLINE

Page 5 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03097	ERNEST PACKAGING SOLUTIONS	Needed packing boxes for LTS	LIBRARY/TEXTBOOK SERVICES	01	328.92
P22-03098	ACORN MEDIA	CART FOR READING TABLES	CROCKER/RIVERSIDE ELEMENTARY	01	811.70
P22-03099	BE GLAD, LLC	BEGLAD CORE: EC ONLINE LICENSE	PACIFIC ELEMENTARY SCHOOL	01	10,800.00
P22-03100	LEARNING LINKS INC	CLASSROOM NOVEL SETS FOR 3RD GRADE	CROCKER/RIVERSIDE ELEMENTARY	01	1,116.29
P22-03101	AMERICAN EAGLE CO INC dba TEAC HER'S DISCOVERY	WORLD LANGUAGE INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	459.95
P22-03102	AEMS ATHLETICS LEAGUE	SOCCER LEAGUE FEES INVOICE 2022	SAM BRANNAN MIDDLE SCHOOL	01	550.00
P22-03103	SCHOOL OUTFITTERS DBA FAT CATA LOG	TABLE FOR STUDENTS	WOODBINE ELEMENTARY SCHOOL	01	336.99
P22-03104	CENTER FOR THE COLLABORATIVE CLASSROOM	READING FLUENCE BOOKS FOR K-6 GRADE	PETER BURNETT ELEMENTARY	01	18,179.81
P22-03105	AMS.NET INC FREMONT BANK	SMARTNET MAINTENANCE SUPPORT THROUGH 6/30/22	TECHNOLOGY SERVICES	01	55,221.14
P22-03106	CDW GOVERNMENT	CLASSROOM SMART BOARDS	PACIFIC ELEMENTARY SCHOOL	01	35,312.83
P22-03107	CDW GOVERNMENT	LAW CHROMEBOOKS AND CART	HIRAM W. JOHNSON HIGH SCHOOL	01	15,520.10
P22-03108	CALIFORNIA DEPT OF GENERAL SERVICES	0410-453 ALBERT EINSTEIN HVAC-DSA STARTUP FEES	FACILITIES SUPPORT SERVICES	01	10,650.00
P22-03109	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES-CHILD DEVELOPMENT FUNDS#2	CAMELLIA BASIC ELEMENTARY	12	149.87
P22-03110	LUX BUS AMERICA CO	6TH GRADE SCIENCE CAMP - ALLIANCE REDWOODS	JOHN D SLOAT BASIC ELEMENTARY	01	3,116.40
P22-03111	SACRAMENTO COUNTY OFFICE OF EDUCATION	IDEA PART C GRANT	SPECIAL EDUCATION DEPARTMENT	01	139,420.00
P22-03112	PRO-ED INC	SPEECH MATERIAL (PRO-ED)	SPECIAL EDUCATION DEPARTMENT	01	293.31
P22-03113	APPLE INC	MACBOOK AIRS	EDWARD KEMBLE ELEMENTARY	01	16,633.69
P22-03114	BENSON FENCE CO	OUTFIELD FENCE INSTALLATION	C. K. McCLATCHY HIGH SCHOOL	01	14,780.00
P22-03116	LAKESHORE LEARNING MATERIALS	classroom easels	GENEVIEVE DIDION ELEMENTARY	01	2,783.24
P22-03117	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	BARNES & NOBLE BOOKSELLERS (Monica McRho HS)	STUDENT SUPPORT&HEALTH SRVCS	01	6,300.87
P22-03118	MJD INDUSTRIES LLC	WRENCH/ SOCKET ORGANIZER SETS-ECD @ C.	CAREER & TECHNICAL PREPARATION	01	1,165.59
P22-03119	GOPHER SPORT	RECESS/PLAYGROUND EQUIPMENT	SEQUOIA ELEMENTARY SCHOOL	01	9,792.34

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ESCAPE ONLINE

Page 6 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03120	ILEARN INC	ONLINE SUPPLEMENTAL INSTRUCTIONAL MATERIAL	SAM BRANNAN MIDDLE SCHOOL	01	5,000.00
P22-03121	J WESTON WALCH PUBLISHER	2022-23 Walch Math Online Lic (start Aug 2022)	LIBRARY/TEXTBOOK SERVICES	01	25,447.50
P22-03122	MACMILLAN HOLDINGS LLC	AP World History Online 1 Yr License #00079237	LIBRARY/TEXTBOOK SERVICES	01	13,050.00
P22-03123	CENGAGE LEARNING	2022-2023 Big Ideas Math 7-8 Online Access 1Yr	LIBRARY/TEXTBOOK SERVICES	01	75,241.73
P22-03124	SCHOOLMATE INC	PURCHASE NEW PLANNERS FOR STUDENTS AND FOLDER	CAROLINE WENZEL ELEMENTARY	01	1,003.00
P22-03125	SCHOLASTIC INC	SCHOLASTIC MAGAZINES-SPANISH	HIRAM W. JOHNSON HIGH SCHOOL	01	587.81
P22-03126	RENAISSANCE LEARNING INC	ACCELERATED READING PROGRAM	CROCKER/RIVERSIDE ELEMENTARY	01	7,617.80
P22-03127	THE NEW YORK TIMES CO	NEW YORK TIME DIGITAL SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	2,002.00
P22-03128	AMAZON CAPITAL SERVICES	PE EQUIPMENT	HIRAM W. JOHNSON HIGH SCHOOL	01	4,112.44
P22-03129	AMAZON CAPITAL SERVICES	Restorative Restart Funding - Outdoor Classroom	JOHN MORSE THERAPEUTIC	01	2,556.61
P22-03130	AMAZON CAPITAL SERVICES	Restorative Restart Funds - Music Equipment	JOHN MORSE THERAPEUTIC	01	1,412.79
P22-03131	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	YEARBOOK CAMERAS	WEST CAMPUS	01	1,302.83
P22-03132	AMAZON CAPITAL SERVICES	INST SUPPLIES FOR CERAMICS TEACHER (JONES)	JOHN F. KENNEDY HIGH SCHOOL	01	96.06
P22-03133	AMAZON CAPITAL SERVICES	STUDENT INCENTIVES FOR PBIS/ROAR	WILL C. WOOD MIDDLE SCHOOL	01	1,291.76
P22-03134	ROSETTA STONE	ROSETTA STONE FOR LANGUAGE LEARNERS	PACIFIC ELEMENTARY SCHOOL	01	10,495.00
P22-03135	EAST BAY RESTAURANT SUPPLY INC	MEAT SLICER FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	8,862.04
P22-03136	OFFICE DEPOT	PURCHASE STUDENT MATERIALS SUPPLIES	CAROLINE WENZEL ELEMENTARY	01	5,510.59
P22-03137	ALL WEST COACHLINES INC	6TH GRADE SCIENCE CAMP - CHARTER BUS TRANSPORT	WILLIAM LAND ELEMENTARY	01	3,144.12
P22-03138	SCUSD - US BANK CAL CARD	LPPA ALCATRAZ FT 5/11/22	C. K. McCLATCHY HIGH SCHOOL	01	873.60
P22-03139	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES FOR C. DEV.	SUSAN B. ANTHONY ELEMENTARY	12	302.71
P22-03140	THE HOME DEPOT PRO	CHILD DEV. CUSTODIAL SUPPLIES	FATHER K.B. KENNY - K-8	12	155.65
P22-03141	THE HOME DEPOT PRO	CHILD DEV CUSTODIAL SUPPLIES	LISBON CHILDREN'S CENTER	12	362.37
P22-03142	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	WOODBINE ELEMENTARY SCHOOL	12	298.65
P22-03143	CDW GOVERNMENT	HP LASERJET PRINTERS FOR CLASSROOMS	CROCKER/RIVERSIDE ELEMENTARY	01	3,915.00

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ESCAPE ONLINE

Page 7 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03144	GRAINGER INC	EQPMNT FOR MOVING LRG DECATHALON ITEMS & LAB EQPMT	A. M. WINN - K-8	01	925.06
P22-03145	Tangible Play	LOW INCIDENCE DHH - MACOMBER	SPECIAL EDUCATION DEPARTMENT	01	2,208.06
P22-03146	ADMINISTRATIVE SOFTWARE AP INC	ASAP ATTENDANCE SYSTEM FOR ADULT ED SITES	ADULT EDUCATION/SKILL CTR.	11	17,726.34
P22-03147	ALLIANCE REDWOODS CONF GROUNDS	6TH GRADERS SCIENCE CAMP	JOHN D SLOAT BASIC ELEMENTARY	01	12,375.00
P22-03148	ANYTHING EDUCATIONAL PLUS	BOOK PURCHASE FOR INDUCTION 21/22	ACADEMIC OFFICE	01	643.95
P22-03149	ALLIANCE REDWOODS CONF GROUNDS	Alliance Redwoods	ELDER CREEK ELEMENTARY SCHOOL	01	42,075.00
P22-03150	APPLE INC	LOW INCIDENCE - DHH RONNY MACOMBER	SPECIAL EDUCATION DEPARTMENT	01	3,352.98
P22-03151	THE HOME DEPOT PRO	YOUTH DEVELOPMENT CUSTODIAL SUPPLIES	JOHN BIDWELL ELEMENTARY	01	1,160.84
P22-03152	THE HOME DEPOT PRO	Custodial supplies for after school	ELDER CREEK ELEMENTARY SCHOOL	01	1,506.76
P22-03153	THE HOME DEPOT PRO	YOUTH DEVELOPMENT CUSTODIAL SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	993.22
P22-03154	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES AFTER SCHOOL	HOLLYWOOD PARK ELEMENTARY	01	991.92
P22-03155	THE HOME DEPOT PRO	YOUTH DEVELOPMENT CUSTODIAL SUPPLIES	BRET HARTE ELEMENTARY SCHOOL	01	1,003.76
P22-03156	BOOKS EN MORE	EL LEVEL READER BOOKS	C. K. McCLATCHY HIGH SCHOOL	01	969.65
P22-03157	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	107.94
P22-03159	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	85.17
P22-03160	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	32.45
P22-03161	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	535.65
P22-03162	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	71.55
P22-03163	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	20.91
P22-03164	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	173.10
P22-03165	MARKERBOARD PEOPLE	WHITEBOARDS K-2	WOODBINE ELEMENTARY SCHOOL	01	1,076.63
P22-03166	CURRICULUM ASSOCIATES LLC	BRIGANCE MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	10,908.32
P22-03167	OFFICE DEPOT	STUDENT SCHOOL SUPPLIES	WILL C. WOOD MIDDLE SCHOOL	01	5,964.99
P22-03168	JONES SCHOOL SUPPLY CO INC	PURCHASING TROPHY FOR SCHOOL SPELLING BEE	ISADOR COHEN ELEMENTARY SCHOOL	01	13.99

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ESCAPE ONLINE

Page 8 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03169	EL DORADO TRADING GROUP INC TH E BACH CO	CLASS SET CALCULATORS FOR SCIENCE TEACHERS	C. K. McCLATCHY HIGH SCHOOL	01	3,307.75
P22-03170	LAKESHORE LEARNING MATERIALS	SDC SUPPLEMENTAL MATERIALS	FATHER K.B. KENNY - K-8	01	343.95
P22-03171	MERCURIUS	FLUTES FOR 1ST GRADE CLASSES	A. M. WINN - K-8	01	1,856.25
P22-03172	SCHOOL SPECIALTY	ICE MACHINE	A. M. WINN - K-8	01	390.92
P22-03173	BSN SPORTS LLC	CARES FUNDING PE EQUIPMENT	CALEB GREENWOOD ELEMENTARY	01	706.85
P22-03174	OFFICE DEPOT	FILE CABINET FOR COUNSELING	C. K. McCLATCHY HIGH SCHOOL	01	291.44
P22-03175	LAKESHORE LEARNING MATERIALS	Student Supplies	EARLY LEARNING & CARE PROGRAMS	12	3,271.90
P22-03176	LAKESHORE LEARNING MATERIALS	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	PONY EXPRESS ELEMENTARY SCHOOL	01	1,902.03
P22-03177	LAKESHORE LEARNING MATERIALS	QRIS FLEX SEATS - DORIS REESE	EARLY LEARNING & CARE PROGRAMS	12	188.08
P22-03178	MERCURIUS	WALDORF ART & HANDWORK SUPPLIES	A. M. WINN - K-8	01	1,179.75
P22-03179	SCHOOL SPECIALTY	LAMINATOR & SUPPLIES FOR ART CLASSES	A. M. WINN - K-8	01	4,092.71
P22-03180	LAKESHORE LEARNING MATERIALS	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	PONY EXPRESS ELEMENTARY SCHOOL	01	1,192.52
P22-03182	ROCHESTER 100 INC	HOMEWORK FOLDERS	WOODBINE ELEMENTARY SCHOOL	01	502.43
P22-03183	PUT-IN-CUPS LLC	LEADERSHIP COMMUNITY BEAUTIFICATION	HOLLYWOOD PARK ELEMENTARY	01	749.90
P22-03184	PRO-ED INC	PSYCHOLOGIST PROTOCOLS	SPECIAL EDUCATION DEPARTMENT	01	15,564.95
P22-03185	PERLMUTTER PURCHASING POWER	SOUND SYSTEM	CROCKER/RIVERSIDE ELEMENTARY	01	3,456.88
P22-03186	SCHOLASTIC INC	SCHOLASTIC: CLASS SET	EARL WARREN	01	579.64
P22-03187	SCHOLASTIC INC	SCHOLASTIC MAGA ZINES	ORDER 3RD GRADE	01	162.85
P22-03188	SCUSD - US BANK CAL CARD	Scholastic News Edition 1 - 1st Grade	WOOBINE ELEMENTARY SCHOOL	01	326.24
P22-03189	ALA/BOOKLIST	SPEAKER/PE	BOOKLIST SUBSCRIPTION FOR LIBRARY	01	81.56
P22-03190	THE PRINTING KINGS GALT LLC	TREAT-AS-CONFIRMING - SHIRTS FOR SCHOOL	C. K. McCLATCHY HIGH SCHOOL	01	2,028.92
P22-03191	AMAZON CAPITAL SERVICES	TRANSITION CLASSROOM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	2,939.78
P22-03192	AMAZON CAPITAL SERVICES	TRANSITION CLASSROOM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	2,240.24
P22-03193	AMAZON CAPITAL SERVICES	PRINTING SUPPLIES	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,302.45
P22-03194	AMAZON CAPITAL SERVICES	HMONG BOOKS	WOODBINE ELEMENTARY SCHOOL	01	529.16
P22-03195	AMAZON CAPITAL SERVICES	SCIENCE MULTI-GRADE	JOHN MORSE THERAPEUTIC	01	1,234.33

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ESCAPE ONLINE

Page 9 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03196	AMAZON CAPITAL SERVICES	ROOM 4 LEVEL SYSTEM	JOHN MORSE THERAPEUTIC	01	314.55
P22-03197	AMAZON CAPITAL SERVICES	REPLACE FLATBED	ETHEL PHILLIPS ELEMENTARY	01	306.66
P22-03198	AMAZON CAPITAL SERVICES	SEL CALMING CENTERS	ETHEL PHILLIPS ELEMENTARY	01	1,039.61
P22-03199	AMAZON CAPITAL SERVICES	SP.ED - PROTECTION GEAR TO WORK AT BURBANK GARDEN	LUTHER BURBANK HIGH SCHOOL	01	304.43
P22-03200	AMAZON CAPITAL SERVICES	EARTH SCIENCE LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	481.19
P22-03201	AMAZON CAPITAL SERVICES	TRANSITION PROG ART AND PE MATERIALS	LUTHER BURBANK HIGH SCHOOL	01	328.67
P22-03202	AMAZON CAPITAL SERVICES	TRANSITION CLASSROOM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	763.07
P22-03203	AMAZON CAPITAL SERVICES	SCREENS FOR WALDORF MYTHOLOGY PLAYS	A. M. WINN - K-8	01	191.40
P22-03204	AMAZON CAPITAL SERVICES	ARTISUL TABLET - ENGINEERING CLUB	WEST CAMPUS	01	433.91
P22-03205	BOOKS EN MORE	PASHTO BOOKS	WOODBINE ELEMENTARY SCHOOL	01	537.52
P22-03206	SCHOOL OUTFITTERS DBA FAT CATA LOG	CLASSROOM ACTIVITY TABLE	LUTHER BURBANK HIGH SCHOOL	01	621.19
P22-03207	BOOKS EN MORE	EL BOOKS N MORE ORDER 2021 22	AMERICAN LEGION HIGH SCHOOL	01	184.09
P22-03208	BOOKS EN MORE	ENGLISH NOVEL	ROSEMONT HIGH SCHOOL	01	839.59
P22-03209	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	168.95
P22-03210	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	442.47
P22-03211	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	41.93
P22-03212	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	57.14
P22-03213	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	14.78
P22-03214	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	13.05
P22-03215	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	42.76
P22-03216	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	225.90
P22-03217	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	53.24
P22-03218	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	146.53
P22-03219	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	184.06
P22-03220	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	281.91

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ESCAPE ONLINE

Page 10 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03221	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	23.91
P22-03222	BOOKS EN MORE	STUDENT READING BOOKS FOR LIBRARY	WILL C. WOOD MIDDLE SCHOOL	01	42.78
P22-03223	LAKESHORE LEARNING MATERIALS	PURCHASING CLASSROOM AND INSTRUCTIONAL MATERIALS	ISADOR COHEN ELEMENTARY SCHOOL	01	5,267.51
P22-03224	GOPHER SPORT	PE equipment	PHOEBE A HEARST BASIC ELEM.	01	2,768.85
P22-03225	GOPHER SPORT	Playground equipment	PHOEBE A HEARST BASIC ELEM.	01	4,990.18
P22-03226	LAKESHORE LEARNING MATERIALS	SUPPLEMENTAL INSTRUCTIONAL MATERIALS	PONY EXPRESS ELEMENTARY SCHOOL	01	873.07
P22-03227	LAKESHORE LEARNING MATERIALS	QRIS INST MTRLS - LISBON, RM 14	EARLY LEARNING & CARE PROGRAMS	12	306.38
P22-03228	LAKESHORE LEARNING MATERIALS	QRIS INST MTRLS - BOWLING GREEN CH, RM BF1	EARLY LEARNING & CARE PROGRAMS	12	2,453.66
P22-03229	LAKESHORE LEARNING MATERIALS	QRIS INST MTRLS - GOLDEN EMPIRE, RM A3	EARLY LEARNING & CARE PROGRAMS	12	112.71
P22-03230	LAKESHORE LEARNING MATERIALS	QRIS INST MTRLS - NICHOLAS, RM K3	EARLY LEARNING & CARE PROGRAMS	12	2,453.66
P22-03231	LAKESHORE LEARNING MATERIALS	QRIS INST MTRLS - PACIFIC, RM 18	EARLY LEARNING & CARE PROGRAMS	12	2,453.66
P22-03232	LAKESHORE LEARNING MATERIALS	2nd grade math manipulatives	PHOEBE A HEARST BASIC ELEM.	01	1,160.93
P22-03233	BATTERY SYSTEMS	GOLF CART BATTERIES	BOWLING GREEN ELEMENTARY	09	780.13
P22-03234	CURRICULUM ASSOCIATES LLC	I-READY TOOLBOX ACCESS, READING & WRITING	H.W. HARKNESS ELEMENTARY	01	1,946.50
P22-03235	DISCOUNT SCHOOL SUPPLY	Kinder math manipulatives	PHOEBE A HEARST BASIC ELEM.	01	3,160.35
P22-03236	DISCOUNT SCHOOL SUPPLY	QRIS INST MTRLS - LISBON, RM 14	EARLY LEARNING & CARE PROGRAMS	12	106.29
P22-03237	CENGAGE LEARNING	EL BOOKS FOR CLASSROOM	C. K. McCLATCHY HIGH SCHOOL	01	1,469.59
P22-03238	DWIGHT TAYLOR SR	SUPPLEMENTAL TEXT BOOKS	SUCCESS ACADEMY	01	1,034.00
P22-03239	OFFICE DEPOT	CHILD DEVELOPMENT OFFICE DEPOT 2021-22	AMERICAN LEGION HIGH SCHOOL	01	1,055.81
P22-03240	OFFICE DEPOT	CLASSROOM MATERIALS AND SUPPLIES	EARLY LEARNING & CARE PROGRAMS	12	19,762.31
P22-03241	OFFICE DEPOT	OFFICE DEPOT ORDER /CONNECTOR	SUTTERVILLE ELEMENTARY SCHOOL	01	56.53
P22-03242	OFFICE DEPOT	SPED OFFICE DEPOT ORDER 2021-22	AMERICAN LEGION HIGH SCHOOL	01	699.19
P22-03243	OFFICE DEPOT	COPY PAPER	PONY EXPRESS ELEMENTARY SCHOOL	01	2,120.08
P22-03244	FOLLETT CONTENT SOLUTIONS LLC	SUPPLEMENTAL BOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,138.49

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ESCAPE ONLINE

Page 11 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03245	FOLLETT CONTENT SOLUTIONS LLC	2022 Susan B Anthony Classroom Libraries	LIBRARY/TEXTBOOK SERVICES	01	17,991.64
P22-03246	FOLLETT CONTENT SOLUTIONS LLC	STEM (Math) books	PHOEBE A HEARST BASIC ELEM.	01	2,631.91
P22-03247	FOLLETT CONTENT SOLUTIONS LLC	Books	PHOEBE A HEARST BASIC ELEM.	01	1,452.94
P22-03248	FOLLETT CONTENT SOLUTIONS LLC	Books	PHOEBE A HEARST BASIC ELEM.	01	4,998.00
P22-03249	CURRICULUM ASSOCIATES LLC	I-READY SUBSCRIPTION	O. W. ERLEWINE ELEMENTARY	01	13,050.00
P22-03250	BOOKS EN MORE	BOOKS FOR GRADE 01 (MACIAS)	OAK RIDGE ELEMENTARY SCHOOL	01	546.64
P22-03251	ALPHA CERAMIC SUPPLIES INC ALP HA FIRED ARTS	CERAMIC SUPPLIES	ROSEMONT HIGH SCHOOL	01	231.44
P22-03252	AAA GARMENTS & LETTERING INC	BACK PACKS FOR STUDENTS IN NEED	HIRAM W. JOHNSON HIGH SCHOOL	01	1,463.43
P22-03253	A4 PROMOTIONS & INCENTIVES INC	Ad Bands	ELDER CREEK ELEMENTARY SCHOOL	01	440.44
P22-03254	BLICK ART MATERIALS LLC	DP ART DEPT - BLICK	KIT CARSON INTL ACADEMY	01	3,419.55
P22-03255	FLOURISH AGENDA INC	FLOURISH AGENDA FOR STUDENTS	H.W. HARKNESS ELEMENTARY	01	345.46
P22-03256	GUITAR CENTER STORES INC WOODW IND & BRASSWIND	MUSIC INST. SUPPLIES	ROSEMONT HIGH SCHOOL	01	136.30
P22-03257	FLINN SCIENTIFIC INC	SCIENCE ORDER	HIRAM W. JOHNSON HIGH SCHOOL	01	163.02
P22-03258	EPIC SPORTS INC	SPORTS EQUIPMENT FOR SOFTBALL	SUTTER MIDDLE SCHOOL	01	1,378.57
P22-03259	ELLISON EDUCATIONAL EQUIP INC	CLASS SUPPLIES FOR LEADERSHIP	SUTTER MIDDLE SCHOOL	01	502.74
P22-03260	KLINE MUSIC INC	INSTRUMENTS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,135.83
P22-03261	J W PEPPER & SONS INC	MUSIC BOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	705.52
P22-03262	GL GROUP INC dba BOOKSOURCE	Books for grade levels	PHOEBE A HEARST BASIC ELEM.	01	3,961.26
P22-03263	LEXIA LEARNING SYSTEMS	LEXIA CORE 5 SITE LICENSE	O. W. ERLEWINE ELEMENTARY	01	9,500.00
P22-03264	DOW JONES & CO	WALL STREET JOURNAL DIGITAL SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	1,200.00
P22-03265	NASCO	Nasco Education	ELDER CREEK ELEMENTARY SCHOOL	01	1,551.28
P22-03266	MCKESSON MEDICAL SURGICAL INC	MA BOOKSTORE SUPPLIES	CHARLES A. JONES CAREER & ED	11	563.27
P22-03267	S&S WORLDWIDE INC	Playground equipment	PHOEBE A HEARST BASIC ELEM.	01	548.08
P22-03268	ROCHESTER 100 INC	HOMEWORK FOLDERS (SPANISH/ENGLISH)	H.W. HARKNESS ELEMENTARY	01	252.84
P22-03269	PUT-IN-CUPS LLC	Purchasing Put-In-Cups For Fencing Art	ISADOR COHEN ELEMENTARY SCHOOL	01	2,978.67

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ESCAPE ONLINE

Page 12 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03270	SCHOOL SPECIALTY	HEADPHONES FOR CLASSROOM LEARNING	OAK RIDGE ELEMENTARY SCHOOL	01	3,132.54
P22-03271	SCHOOL SPECIALTY	BALL CARTS (PE)	OAK RIDGE ELEMENTARY SCHOOL	01	485.96
P22-03272	SCHOOL SPECIALTY	CARES FUNDING ART SUPPLIES	CALEB GREENWOOD ELEMENTARY	01	5,597.35
P22-03273	SCHOOL SPECIALTY	Kinder math manipulatives	PHOEBE A HEARST BASIC ELEM.	01	1,730.04
P22-03274	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES FOR YOUTH DEV.	SUSAN B. ANTHONY ELEMENTARY	01	1,502.72
P22-03275	THE HOME DEPOT PRO	PE storage shed	PHOEBE A HEARST BASIC ELEM.	01	705.79
P22-03276	THE HOME DEPOT PRO	YOUTH DEV CUSTODIAL SUPPLIES	KIT CARSON INTL ACADEMY	01	1,000.61
P22-03277	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES - AFTERSCHOOL PROGRAM WMLAND	WILLIAM LAND ELEMENTARY	01	995.64
P22-03278	THE HOME DEPOT PRO	AFTERSCHOOL CUSTODIAL SUPPLIES-YOUTH DEVELOPMENT	SEQUOIA ELEMENTARY SCHOOL	01	1,018.67
P22-03279	THE HOME DEPOT PRO	CHILD DEVELOPMENT CUSTODIAL SUPPLIES	ISADOR COHEN ELEMENTARY SCHOOL	12	301.05
P22-03280	THE HOME DEPOT PRO	CHILD DEVELOPMENT CUSTODIAL SUPPLIES	MARK TWAIN ELEMENTARY SCHOOL	12	305.37
P22-03281	THE HOME DEPOT PRO	mats	PARKWAY ELEMENTARY SCHOOL	01	2,816.65
P22-03282	THE HOME DEPOT PRO	CHILD DEV CUSTODIAL SUPPLIES	LEATAATA FLOYD ELEMENTARY	12	305.13
P22-03283	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	DAVID LUBIN ELEMENTARY SCHOOL	01	1,004.55
P22-03284	THE HOME DEPOT PRO	REPLACEMENT GARBAGE CANS	ETHEL PHILLIPS ELEMENTARY	01	333.43
P22-03285	THE HOME DEPOT PRO	SUPPLIES FOR WOODSHOP	SUTTER MIDDLE SCHOOL	01	424.95
P22-03286	ANTHONY SERGIO GIOVANINI	Hip Hop Performer for May 21, 2022 Event	COMMUNICATIONS OFFICE	01	200.00
P22-03287	INTERNATIONAL BACCALAUREATE	IB ONLINE WORKSHOP-JORDON/CULL/FAE/KHAM/OR TIZ	KIT CARSON INTL ACADEMY	01	2,560.00
P22-03288	CDW GOVERNMENT	REPLACEMENT LAMP/AIR FILTERS FOR PROJECTORS	OAK RIDGE ELEMENTARY SCHOOL	01	474.30
P22-03289	AMADOR STAGE LINES INC	LPPA CHARTER BUS TO SAC STATE PEAK ADVENTURE FT	C. K. McCLATCHY HIGH SCHOOL	01	1,407.99
P22-03290	RICHARD KLISZ dba THE TROPHY CENTER	PARTICIPATION AWARDS FOR 2022 CLASS - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	536.95
P22-03291	ORANSI LLC	REPLACEMENT FILTERS FOR MOD	FACILITIES MAINTENANCE	01	183,515.63
P22-03292	AMADOR STAGE LINES INC	AMADOR STATE LINES - 6TH GR Bing Maloney Golf	NEW JOSEPH BONNHEIM	09	130.37
P22-03293	AMADOR STAGE LINES INC	AMADOR STATE LINES-2ND GR-CA Academy of Science	NEW JOSEPH BONNHEIM	09	1,977.95

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ESCAPE ONLINE

Page 13 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03294	LUX BUS AMERICA CO	Charter buses for 4th grade Coloma field trip	PHOEBE A HEARST BASIC ELEM.	01	2,762.90
P22-03295	ALL WEST COACHLINES INC	Charter buses for 5th grade San Fran field trip	PHOEBE A HEARST BASIC ELEM.	01	3,423.70
P22-03296	CALIFORNIA DEPT OF GENERAL SERVICES	0445-453 JOHN STILL GYM HVAC-DSA STARTUP FEES	FACILITIES SUPPORT SERVICES	01	10,650.00
P22-03297	CALIFORNIA DEPT OF GENERAL SERVICES	0431-453 FERN BACON GYM HVAC-DSA STARTUP FEES	FACILITIES SUPPORT SERVICES	01	10,650.00
P22-03299	CDW GOVERNMENT	Projectors for teachers	PHOEBE A HEARST BASIC ELEM.	01	1,476.61
P22-03300	COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT	ADMIN/CNTY OF SAC FIRE PREVENTION DIVISION	CHARLES A. JONES CAREER & ED	11	374.00
P22-03301	THE SHADE CARE CO INC	TREAT AS CONFIRMING-TREE REMOVAL SAM BRANNAN	FACILITIES MAINTENANCE	01	3,840.00
P22-03302	CALIFORNIA INTERSCHOLASTIC FEDERATION - SAC JOAQUIN	CIF SAC JOAQUIN SECTION-WEIGHT MANAGEMENT	HIRAM W. JOHNSON HIGH SCHOOL	01	30.00
P22-03303	ELSEVIER INC	MA PRGM-BOOKSTORE	CHARLES A. JONES CAREER & ED	11	2,348.83
P22-03304	ULTIMATE OFFICE	WK ERGO - DESK ORGANIZERS	KIT CARSON INTL ACADEMY	01	354.85
P22-03305	HARLAND TECHNOLOGY SERVICES	RENEWAL OF MAINTENANCE CONTRACTS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,563.00
P22-03306	XENITH LLC	FOOTBALL HELMETS - JFK FOOTBALL TEAM	JOHN F. KENNEDY HIGH SCHOOL	01	4,567.50
P22-03307	SCUSD - US BANK CAL CARD	AAC/AT MATERIALS JoPa@Bret Harte	SPECIAL EDUCATION DEPARTMENT	01	458.91
P22-03308	SCUSD - US BANK CAL CARD	AAC/AT MATERIALS NiBl@Point Quest	SPECIAL EDUCATION DEPARTMENT	01	458.91
P22-03310	ULINE	ICE PACK	PARKWAY ELEMENTARY SCHOOL	01	273.03
P22-03311	ULINE	MOBILE SHELVING COVER-CULINARY ARTS -MRS. RASUL	CAREER & TECHNICAL PREPARATION	01	507.69
P22-03312	DELTA WIRELESS INC	DELTA	GEO WASHINGTON CARVER	09	3,638.96
P22-03313	SCUSD - US BANK CAL CARD	STRAPS FOR SECURING CK FOOD DISTRIBUTION BASKETS	NUTRITION SERVICES DEPARTMENT	13	1,844.96
P22-03314	ALL WEST COACHLINES INC	ALL WEST BUS TO SF - ONEILL	SUTTER MIDDLE SCHOOL	01	3,423.70
P22-03315	SCUSD - US BANK CAL CARD	WEIGHT ROOM EQUIPMENT	HIRAM W. JOHNSON HIGH SCHOOL	01	463.18
P22-03316	SCUSD - US BANK CAL CARD	PE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	3,742.03
P22-03317	SCUSD - US BANK CAL CARD	FOOTBALL NET	HIRAM W. JOHNSON HIGH SCHOOL	01	1,041.64
P22-03318	SCHOOL OUTFITTERS DBA FAT CATA LOG	SCIENCE STOOLS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,355.73

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ESCAPE ONLINE

Page 14 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03319	OFFICE DEPOT	SUPPLIES FOR PHOTOGRAPHY/LEADERSHIP	SUTTER MIDDLE SCHOOL	01	459.76
P22-03320	SCUSD - US BANK CAL CARD	SPANISH LANGUAGE MAP & BRACKET	HIRAM W. JOHNSON HIGH SCHOOL	01	1,712.81
P22-03321	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES	PHOEBE A HEARST BASIC ELEM.	01	1,838.96
P22-03322	STARLA ANN EWAN	HUMAN BODY SYSTEM LESSONS/MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	444.83
P22-03323	THE HOME DEPOT PRO	YOUTH DEVELOPMENT – Afterschool Custodial Supplies	PARKWAY ELEMENTARY SCHOOL	01	1,039.74
P22-03324	THEATREFOLK LTD	SZETO DRAMA DEPT PLAY	KIT CARSON INTL ACADEMY	01	241.72
P22-03325	OFFICE DEPOT	ERGONOMIC STANDING DESK FOR STAFF	SUCCESS ACADEMY	01	285.34
P22-03326	LITERACY RESOURCES INC	Heggerty Curriculum material	ELDER CREEK ELEMENTARY SCHOOL	01	225.62
P22-03327	LIFE ASSIST INC	NUR ASST PROG- BP PROS COMBO	CHARLES A. JONES CAREER & ED	11	965.70
P22-03328	MAKERBOT INDUSTRIES LLC	MAKERBOT SUPPLIES FOR TEACHER DAVID STAFFORD @ RHS	CAREER & TECHNICAL PREPARATION	01	1,080.94
P22-03329	WILSON TROPHY COMPANY INC	MS/HS PROMOTION MEDALS	KIT CARSON INTL ACADEMY	01	233.62
P22-03330	GOOD PARTNER ART LLC	WALDORF ART SUPPLIES BEESWAX CRAYONS	A. M. WINN - K-8	01	1,269.10
P22-03331	DISCOUNT SCHOOL SUPPLY	RM24	JAMES W MARSHALL ELEMENTARY	01	385.84
P22-03332	FRANKLIN COVEY CLIENT SALES	LIM STUDENT GUIDES/MATERIALS (SCHOOLWIDE)	WILLIAM LAND ELEMENTARY	01	3,301.87
P22-03333	AUDIO DYNAMIX INC	PA System	PARKWAY ELEMENTARY SCHOOL	01	5,596.89
P22-03335	GRAINGER INC	SUPPLIES FOR SCHOOL SITE	SUTTER MIDDLE SCHOOL	01	439.70
P22-03336	RUSSELL BURCH dba U PAY WE TRAVEL	SOCCER FEES for March 2022	ALBERT EINSTEIN MIDDLE SCHOOL	01	4,640.00
P22-03337	PACIFIC OFFICE AUTOMATION	RISO MACHINES	BG CHACON ACADEMY	09	6,655.50
P22-03338	MHS	PSYCH PROTOCOLS - DIGITAL	SPECIAL EDUCATION DEPARTMENT	01	37,000.00
P22-03339	SCHOLASTIC INC SCHOLASTIC MAGAZINES	SUPPLEMENTAL BOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	3,063.81
P22-03340	AMAZON CAPITAL SERVICES	AMAZON - TABLETOP DESK RISER - SHIMIKA SEWARD	RISK MANAGEMENT	67	108.74
P22-03341	AMAZON CAPITAL SERVICES	BOOK ORDER FOR ACADEMIC OFFICE	ACADEMIC OFFICE	01	106.47
P22-03342	GAIL NAKAMURA	REIMB 2203 FOR Classroom Printers	GENEVIEVE DIDION ELEMENTARY	01	717.69
P22-03343	CDW GOVERNMENT	FAX MACHINE	HEALTH SERVICES	01	910.60

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ESCAPE ONLINE

Page 15 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03344	CDW GOVERNMENT	WIOA-I DISLOCATED WORKER -LASER PRINTER	CHARLES A. JONES CAREER & ED	11	966.93
P22-03345	CDW GOVERNMENT	After Close - Replacement Printer	STUDENT SUPPORT AND FAMILY SER	01	539.27
P22-03346	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT DEPT	After Close - SLY PARK CAMP	ISADOR COHEN ELEMENTARY SCHOOL	01	2,560.00
P22-03347	SCUSD - US BANK CAL CARD	BOATING COURSE FOR SOLAR REGATTA	ENGINEERING AND SCIENCES HS	01	1,155.00
P22-03348	GOPHER SPORT	PE EQUIPMENT FOR PE CLASSES-TREAT AS CONFMG	FERN BACON MIDDLE SCHOOL	01	935.26
P22-03349	DELTA WIRELESS INC	WALKIE TALKIES	OAK RIDGE ELEMENTARY SCHOOL	01	1,506.19
P22-03350	NORTHSTAR AV	EPSON light bulbs NSAV Solutions	PARKWAY ELEMENTARY SCHOOL	01	700.38
P22-03351	NATUREBRIDGE GGNRA	Nature Bridge Yosemite Invoice	MARTIN L. KING JR ELEMENTARY	01	11,512.00
P22-03352	G&T UNIFORMS AND APPAREL	PE UNIFORMS-TREAT AS CONFIRMING	FERN BACON MIDDLE SCHOOL	01	649.19
P22-03353	S&S WORLDWIDE INC	PLAYGROUND BALLS	ETHEL PHILLIPS ELEMENTARY	01	360.11
P22-03354	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	EARLY LEARNING & CARE PROGRAMS	12	613.52
P22-03355	IMAGE MATTERS	PURCHASING LOGO MATS FOR OUR SCHOOL	ISADOR COHEN ELEMENTARY SCHOOL	01	1,475.75
P22-03356	SCUSD - US BANK CAL CARD	AFTER CLOSING - CHECK ENDORSING MACHINE	ACCOUNTING SERVICES DEPARTMENT	01	897.96
P22-03357	CALIFORNIA DEPT OF GENERAL SER VICES	0520-442 HJHS BASEBALL FIELD - DSA STARTUP FEES	FACILITIES SUPPORT SERVICES	21	24,300.00
P22-03358	PARK ASSOCIATES INC	454 SHADE STRUCTURES FOR 8 SCHOOLS	FACILITIES SUPPORT SERVICES	01	892,395.56
P22-03359	REALLY GOOD STUFF	REALLY GOOD STUFF-MENDOZA	BG CHACON ACADEMY	09	995.72
P22-03360	REALLY GOOD STUFF	REALLY GOOD STUFF - CISNEROS	BG CHACON ACADEMY	09	307.21
P22-03361	PERLMUTTER PURCHASING POWER	SECURITY CAMERAS FOR HALLWAYS	FERN BACON MIDDLE SCHOOL	01	2,281.58
P22-03362	CDW GOVERNMENT	HEADPHONES FOR STUDENTS-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	3,127.98
P22-03363	ONE STOP TRUCK SHOP	PACK RAT DRAWER UNIT FOR SHOP VEHICLE	BUILDINGS & GROUNDS/OPERATIONS	01	2,213.93
P22-03364	THE SHADE CARE CO INC	TREE SERVICE @ FERN BACON MIDDLE	FACILITIES MAINTENANCE	01	4,335.00
P22-03365	KNOX CO	KNOX LOCKS FOR SITES	BUILDINGS & GROUNDS/OPERATIONS	01	1,961.85
P22-03366	PACIFIC OFFICE AUTOMATION	RISO DUPLICATING SUPPLIES	GOLDEN EMPIRE ELEMENTARY	01	1,422.30

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ESCAPE ONLINE

Page 16 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03367	S&S WORLDWIDE INC	S&S WW PEACEFULL RECESS ORDER	PACIFIC ELEMENTARY SCHOOL	01	547.39
P22-03368	SCHOOL OUTFITTERS DBA FAT CATA LOG	PROJECTOR SCREEN FOR STUDENT SUPPORT CENTER	FERN BACON MIDDLE SCHOOL	01	283.05
P22-03369	BOOKS EN MORE	BOOKS FOR STUDENT SUPPORT CENTER-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	136.39
P22-03370	SCHOOL OUTFITTERS DBA FAT CATA LOG	CLOVER WHITEBOARD TABLES FOR STUDENT SUPPORT CNTR	FERN BACON MIDDLE SCHOOL	01	1,684.15
P22-03371	MCGRAW HILL COMPANIES	CHILD DEVELOPMENT 2 2021-22	AMERICAN LEGION HIGH SCHOOL	01	117.00
P22-03372	REALITYWORKS INC	CHILD DEVELOPMENT REALITYWORKS 2021-22	AMERICAN LEGION HIGH SCHOOL	01	252.37
P22-03373	MCGRAW HILL COMPANIES	PHARM PROGRAM BOOKSTORE SALE	CHARLES A. JONES CAREER & ED	11	1,629.91
P22-03374	FOLLETT CONTENT SOLUTIONS LLC	Hubert Bancroft Library purchase	LIBRARY/TEXTBOOK SERVICES	01	4,022.34
P22-03375	PLAYPOWER LT FARMINGTON INC	LEO DA VINCI- PLAYGROUND EQUIPT REPLACEMENT	FACILITIES MAINTENANCE	01	4,623.15
P22-03376	SCHOLASTIC BOOK CLUBS INC	SCHOLASTIC ORDER-RAMIREZ	BG CHACON ACADEMY	09	300.62
P22-03377	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC-CISNEROS	BG CHACON ACADEMY	09	129.07
P22-03378	BLICK ART MATERIALS LLC	ART MATERIALS	BG CHACON ACADEMY	09	735.32
P22-03379	LEGO EDUCATION	LEGO EDUCATION SPIKE PRIME SET	SUTTER MIDDLE SCHOOL	01	898.07
P22-03380	SCHOOL OUTFITTERS DBA FAT CATA LOG	SCHOOL OUTFITTERS-GILBERT	BG CHACON ACADEMY	09	289.63
P22-03381	BENCHMARK EDUCATION CO LLC	BENCHMARK-RAMSOWER	BG CHACON ACADEMY	09	961.24
P22-03382	BENCHMARK EDUCATION CO LLC	BENCHMARK-CHAVEZ	BG CHACON ACADEMY	09	98.38
P22-03383	ODP BUSINESS SOLUTIONS LLC	AFTER CLOSE - O.DEPOT SHREDDER	KIT CARSON INTL ACADEMY	01	591.59
P22-03384	VICTORY TROPHIES	MEDALS FOR STUDENT ACHIEVEMENT-STUDENT INCENTIVE	FERN BACON MIDDLE SCHOOL	01	1,498.85
P22-03385	AMAZON CAPITAL SERVICES	PE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	3,387.44
P22-03386	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,238.14
P22-03387	AMAZON CAPITAL SERVICES	ROBOTICS SUPPLIES - MCKINNON	SUTTER MIDDLE SCHOOL	01	1,775.16
P22-03388	AMAZON CAPITAL SERVICES	SCIENCE LAB MATERIALS	WEST CAMPUS	01	1,167.02
P22-03389	AMAZON CAPITAL SERVICES	Earbuds	PARKWAY ELEMENTARY SCHOOL	01	1,134.20

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ESCAPE ONLINE

Page 17 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03390	AMAZON CAPITAL SERVICES	SPEAKER FOR STUDENT SUPPORT CENTER-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	184.86
P22-03391	AMAZON CAPITAL SERVICES	SUPPLEMENTAL INSTRUCTIONAL MATERIALS, KINDER	PONY EXPRESS ELEMENTARY SCHOOL	01	789.50
P22-03392	AMAZON CAPITAL SERVICES	Building thinking classroom in mathematics k-12	PARKWAY ELEMENTARY SCHOOL	01	807.00
P22-03393	AMAZON CAPITAL SERVICES	FIELD DAY STUDENT ACTIVITIES/INCENTIVES	WILL C. WOOD MIDDLE SCHOOL	01	1,264.48
P22-03394	AMAZON CAPITAL SERVICES	WIOA I-DISLOCATED WORKER	CHARLES A. JONES CAREER & ED	11	234.32
P22-03395	AMAZON CAPITAL SERVICES	STEP STOOL / NURSE'S OFFICE	H.W. HARKNESS ELEMENTARY	01	30.44
P22-03396	AMAZON CAPITAL SERVICES	AMAZON FOR SOCIAL WORKER (GOES WITH THERAPLAY)	EARLY LEARNING & CARE PROGRAMS	12	31.51
P22-03397	AMAZON CAPITAL SERVICES	TRIPOD IPAD HOLDER FOR SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	34.25
P22-03398	AMAZON CAPITAL SERVICES	ADMIN-HANDSFREE MAGNIFIER_504	CHARLES A. JONES CAREER & ED	11	39.04
P22-03399	AMAZON CAPITAL SERVICES	AMAZON ANDRADE SPANISH DEPT	KIT CARSON INTL ACADEMY	01	56.47
P22-03400	AMAZON CAPITAL SERVICES	FABRIC PROTECTION	WEST CAMPUS	01	99.30
P22-03401	AMAZON CAPITAL SERVICES	IPAD CART ADAPTER	C. K. McCLATCHY HIGH SCHOOL	01	96.84
P22-03402	AMAZON CAPITAL SERVICES	WIOA I-ADULT PROGRAM	CHARLES A. JONES CAREER & ED	11	541.70
P22-03403	AMAZON CAPITAL SERVICES	WIOA I-OUT OF SCHOOL YOUTH	CHARLES A. JONES CAREER & ED	11	515.48
P22-03404	BOOKS EN MORE	DARI BOOKS	WOODBINE ELEMENTARY SCHOOL	01	559.79
P22-03405	AMAZON CAPITAL SERVICES	Otter Pops for Field Day	EARL WARREN ELEMENTARY SCHOOL	01	97.61
P22-03406	AMAZON CAPITAL SERVICES	Teves SPED Order	PARKWAY ELEMENTARY SCHOOL	01	142.20
P22-03407	AMAZON CAPITAL SERVICES	BASEBALL HELMETS	HIRAM W. JOHNSON HIGH SCHOOL	01	123.41
P22-03408	AMAZON CAPITAL SERVICES	PBIS Store Amazon 2	PARKWAY ELEMENTARY SCHOOL	01	157.10
P22-03409	AMAZON CAPITAL SERVICES	VN_INJECTION PAD/SUCTION MACHINE	CHARLES A. JONES CAREER & ED	11	354.30
P22-03410	AMAZON CAPITAL SERVICES	VOLLEYBALL EQUIPMENT	SUTTER MIDDLE SCHOOL	01	531.62
P22-03411	AMAZON CAPITAL SERVICES	AMAZON SZETO DRAMA DEPT	KIT CARSON INTL ACADEMY	01	388.29
P22-03412	AMAZON CAPITAL SERVICES	FIELD DAY ACTIVITIES/INCENTIVES FOR STUDENTS	WILL C. WOOD MIDDLE SCHOOL	01	721.88
P22-03413	AMAZON CAPITAL SERVICES	WIOA_ADULT BASIC_HISET BOOKS	CHARLES A. JONES CAREER & ED	11	578.74

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ESCAPE ONLINE

Page 18 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03414	AMAZON CAPITAL SERVICES	CHAIR FOR STAFF MEMEBER	ENGINEERING AND SCIENCES HS	01	239.13
P22-03415	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	293.58
P22-03416	AMAZON CAPITAL SERVICES	TRANSITION CLASSROOM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	490.29
P22-03417	AMAZON CAPITAL SERVICES	PBIS Store Amazon	PARKWAY ELEMENTARY SCHOOL	01	260.89
P22-03418	AMAZON CAPITAL SERVICES	AMAZON - RISK MGMT - COMPLIANCE	RISK MANAGEMENT	67	131.00
P22-03419	SCHOOLWORKS, INC	TRUSTEE BOUNDARY ANALYSIS	ADMIN-LEGAL COUNSEL	01	9,000.00
P22-03420	PACIFIC OFFICE AUTOMATION	ink and master roll for Riso machine	GENEVIEVE DIDION ELEMENTARY	01	239.25
P22-03421	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	SPEECH PROTOCOLS-PEARSONS	SPECIAL EDUCATION DEPARTMENT	01	2,252.62
P22-03422	SCHOOL SPECIALTY	AHMADZAI-SCHOOL SPECIALTY	BG CHACON ACADEMY	09	333.12
P22-03423	S&S WORLDWIDE INC	SPORTS EQUIPMENT	PETER BURNETT ELEMENTARY	01	74.99
P22-03424	PACIFIC COAST FLAG	FLAGS	WEST CAMPUS	01	127.66
P22-03425	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC STORE-CHAPTERBOOKS CAMPA	BG CHACON ACADEMY	09	127.92
P22-03426	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC ORDER-O'BRIEN	BG CHACON ACADEMY	09	175.42
P22-03427	OFFICE DEPOT	SP.ED CLASSROOM INK FOR PRINTER	ETHEL PHILLIPS ELEMENTARY	01	113.82
P22-03428	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC NEWS-MARTINEZ	BG CHACON ACADEMY	09	245.16
P22-03429	OFFICE DEPOT	KINDER/6TH GRADE PROMOTION	WOODBINE ELEMENTARY SCHOOL	01	661.49
P22-03430	SCHOOL NURSE SUPPLY INC	NURSE SUPPLIES	WOODBINE ELEMENTARY SCHOOL	01	233.89
P22-03431	OFFICE DEPOT	HEADPHONES W/MIC	WOODBINE ELEMENTARY SCHOOL	01	978.10
P22-03432	C2 IMAGING LLC	CHILD DEVELOPMENT 1 2021-22	AMERICAN LEGION HIGH SCHOOL	01	109.67
P22-03433	BSN SPORTS LLC	THOMAS ROYBAL	PETER BURNETT ELEMENTARY	01	201.72
P22-03434	BOOKS EN MORE	INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	20,607.04
P22-03435	BATTERY SYSTEMS	BATTERIES FOR CART	ROSA PARKS MIDDLE SCHOOL	01	1,065.83
P22-03436	BOOKS EN MORE	INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	6,511.34
P22-03437	BATTERY SYSTEMS	BATTERY - CART	WEST CAMPUS	01	1,049.83
P22-03438	BOOKS EN MORE	READING NOVELS	WEST CAMPUS	01	291.56

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ESCAPE ONLINE

Page 19 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03439	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS/LITERATURE SUPPORT	WOODBINE ELEMENTARY SCHOOL	01	5,526.02
P22-03440	DISCOUNT SCHOOL SUPPLY	Room 19 Order	PARKWAY ELEMENTARY SCHOOL	01	192.50
P22-03441	EAST BAY RESTAURANT SUPPLY INC	SMALLWARES/APPLIANCES FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	3,783.77
P22-03442	EASTBAY INC	SPORT EQUIPMENT - BALLS	WEST CAMPUS	01	2,621.38
P22-03443	EASTBAY INC	VOLLEYBALL WOMEN'S UNIFORMS	WEST CAMPUS	01	1,797.75
P22-03444	CURRICULUM ASSOCIATES LLC	I-READY CLASSROOM	H.W. HARKNESS ELEMENTARY	01	6,777.54
P22-03445	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	6TH GRADE SCIENCE	PETER BURNETT ELEMENTARY	01	1,736.00
P22-03446	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS/LITERATURE SUPPORT 2	WOODBINE ELEMENTARY SCHOOL	01	23,259.02
P22-03447	CDW GOVERNMENT	Printers for teachers	PHOEBE A HEARST BASIC ELEM.	01	695.30
P22-03448	CENTER FOR THE COLLABORATIVE CLASSROOM	LITERACY PROGRAMS	MATSUYAMA ELEMENTARY SCHOOL	01	5,428.88
P22-03449	EXPLORELEARNING	LEARNING A-Z	BG CHACON ACADEMY	09	1,115.10
P22-03450	FOLLETT CONTENT SOLUTIONS LLC	2022 Ethel I. Baker School Library Books	LIBRARY/TEXTBOOK SERVICES	01	114,639.91
P22-03451	FOLLETT CONTENT SOLUTIONS LLC	2022 Ethel I Baker Classroom Libraries K-6	LIBRARY/TEXTBOOK SERVICES	01	65,406.18
P22-03452	CUSTOMINK PARENT LLC dba CUSTO MINK LLC	SCHOOL APPARREL	OAK RIDGE ELEMENTARY SCHOOL	01	6,579.92
P22-03453	CURRICULUM ASSOCIATES LLC	iREADY	BG CHACON ACADEMY	09	20,300.00
P22-03454	SCHOOL SPECIALTY	STAND UP DESKS FOR STUDENTS-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	5,065.11
P22-03455	Two Way Direct, Inc.	2-WAYS RADIOS FOR SCHOOL SECURITY 2021-2022	CAMELLIA BASIC ELEMENTARY	01	619.88
P22-03456	OFFICE DEPOT	NOTEBOOKS FOR CLASSROOMS	ROSEMONT HIGH SCHOOL	01	13,325.00
P22-03457	OFFICE DEPOT	STUDENT SUPPLIES	EARLY LEARNING & CARE PROGRAMS	12	11,171.81
P22-03458	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	STUDENT SUPPLIES	EARLY LEARNING & CARE PROGRAMS	12	17,574.19
P22-03459	SCHOOL SPECIALTY	CALCULATORS	HIRAM W. JOHNSON HIGH SCHOOL	01	5,490.79
P22-03460	OFFICE DEPOT	PARENT RESOURCE MATERIALS/SUPPLIES	WOODBINE ELEMENTARY SCHOOL	01	695.58
P22-03461	OFFICE DEPOT	COPY PAPER	ROSEMONT HIGH SCHOOL	01	18,485.16
P22-03462	SCHOOL SPECIALTY	PRESENTATION CARTS	WEST CAMPUS	01	606.69
P22-03463	OFFICE DEPOT	KRAFT PAPERS	ROSEMONT HIGH SCHOOL	01	9,191.56

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ESCAPE ONLINE

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03464	OFFICE DEPOT	INK CARTRIDGE FOR CLASSROOMS	ROSEMONT HIGH SCHOOL	01	5,746.18
P22-03465	OFFICE DEPOT	WRITING UTENSILS FOR CLASS ROOM	ROSEMONT HIGH SCHOOL	01	8,293.04
P22-03466	SCHOOL SPECIALTY	SCHOOL SPECIALTY-PEREZ	BG CHACON ACADEMY	09	213.55
P22-03467	SCHOOL SPECIALTY	SCHOOL SPECIALTY-VAZQUEZ	BG CHACON ACADEMY	09	607.38
P22-03468	ZEBRA MATS ORDER DEPARTMENT	PE SUPPLIES	SUTTER MIDDLE SCHOOL	01	5,968.65
P22-03469	GOPHER SPORT	PE EQUIPMENT FOR THE K-8 SCHOOL	ROSA PARKS MIDDLE SCHOOL	01	13,839.77
P22-03470	GOPHER SPORT	PE EQUIPMENT #4	ETHEL I. BAKER ELEMENTARY	01	1,036.63
P22-03471	GOPHER SPORT	P.E. EQUIPMENT ADDITIONAL CURRICULUM RESORUCES	ABRAHAM LINCOLN ELEMENTARY	01	1,708.61
P22-03472	GOPHER SPORT	PLAYGROUND EQUIPMENT	GOLDEN EMPIRE ELEMENTARY	01	9,871.16
P22-03473	GOPHER SPORT	RECESS/OUTDOOR ACTIVITIES	WOODBINE ELEMENTARY SCHOOL	01	4,076.90
P22-03474	DANTE CLUB OF SACRAMENTO	SMALL SCHOOLS PROM VENUE	ENGINEERING AND SCIENCES HS	01	6,422.50
				09	3,877.50
P22-03475	Law Offices of Gorgianna Junc o-Kelman	SPED SETTLEMENT FEES	ADMIN-LEGAL COUNSEL	01	1,000.00
P22-03476	THE HOME DEPOT PRO	TRANSITION CLASSROOM APPLIANCES	SPECIAL EDUCATION DEPARTMENT	01	3,956.52
P22-03477	LUX BUS AMERICA CO	Charter bus to Alliance Redwoods	ELDER CREEK ELEMENTARY SCHOOL	01	3,697.50
P22-03478	NATUREBRIDGE	NATUREBRIDGE-NICHOLAS	NICHOLAS ELEMENTARY SCHOOL	01	12,068.00
P22-03479	ALLIANCE REDWOODS CONF GROUNDS	6TH GRADE SCIENCE CAMP - CAMPGROUND	WILLIAM LAND ELEMENTARY	01	20,106.00
P22-03480	SYNDIMIX MEDIA NETWORKS LLC	SMALL SCHOOLS PROM DJ & PHOTO BOOTH	ENGINEERING AND SCIENCES HS	01	1,009.28
				09	522.50
P22-03481	AMANDA MINA	SOUND SYSTEM FOR PROMOTION-PREPAYMENT	FERN BACON MIDDLE SCHOOL	01	600.00
P22-03482	AUDIO DYNAMIX INC	PE AUDIO SPEAKER AND MICS	ALBERT EINSTEIN MIDDLE SCHOOL	01	6,108.59
P22-03483	BARNES WELDING SUPPLY	POWERMAX/HAND TORCH-ENGINEERING CONSTR/DESIGN@RHS	CAREER & TECHNICAL PREPARATION	01	8,591.25
P22-03484	BURLINGTON ENGLISH INC	ELA & EL CIVICS - BURLINGTON ENGLISH - DISTANCE ED	CHARLES A. JONES CAREER & ED	11	18,987.75
P22-03485	AZ HOLDCO LLC AZTEC SOFTWARE L LC	AZTEC SOFTWARE - ABE/HSE	CHARLES A. JONES CAREER & ED	11	13,620.94
P22-03486	CDW GOVERNMENT	CDW-G EPSON BRIGHTLINK PROJECTOR ORDER	PACIFIC ELEMENTARY SCHOOL	01	51,167.05

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ESCAPE ONLINE

Page 21 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03487	CDW GOVERNMENT	PRINTER FOR STUDENT SUPPORT CENTER-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	315.64
P22-03488	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	CHARTER AMERICA - TREAT AS CONFIRMATION	WEST CAMPUS	01	995.00
P22-03489	FRANKLIN COVEY CLIENT SALES	LEADER IN ME SUSTAINMENT/MEMBERSHIP	GOLDEN EMPIRE ELEMENTARY	01	5,100.00
P22-03490	FRANKLIN COVEY CLIENT SALES	LEADER IN ME CLASS MATERIALS	H.W. HARKNESS ELEMENTARY	01	10,078.24
P22-03491	AMADOR STAGE LINES INC	BUS FOR 4TH FIELDTRIP	BG CHACON ACADEMY	09	1,350.00
P22-03492	SCOE SLY PARK	6TH GRADE SCIENCE CAMP 2022	GOLDEN EMPIRE ELEMENTARY	01	22,675.00
P22-03493	SCOE SLY PARK	6TH GRADE SCIENCE CAMP - DEPOSIT MAY 22-26, 2023	GOLDEN EMPIRE ELEMENTARY	01	1,700.00
P22-03494	GRAINGER INC	FIELD MARKING MACHINE	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,894.56
P22-03495	TEAM FITZ GRAPHICS LLC	PBIS STUDENT RECOGNITION BOARDS	HIRAM W. JOHNSON HIGH SCHOOL	01	10,793.44
P22-03496	SEESAW LEARNING INC	SEESAW STUDENT LICENSE	WASHINGTON ELEMENTARY SCHOOL	01	797.50
P22-03497	TROXELL COMMUNICATIONS INC	INTERACTIVE DISPLAYS	GOLDEN EMPIRE ELEMENTARY	01	13,049.89
P22-03498	WAYSIDE PUBLISHING	CLASSROOM PROGRAM	ROSEMONT HIGH SCHOOL	01	11,939.76
P22-03499	DELTA WIRELESS INC	RESTORATION RESTART \$ / OUTDOOR SECURITY	HUBERT H BANCROFT ELEMENTARY	01	2,976.89
P22-03500	TEACHER SYNERGY LLC dba TEACHE RS PAY TEACHERS	TEACHERS PAY TEACHERS	ROSA PARKS MIDDLE SCHOOL	01	6,300.00
P22-03501	COMPOUND SPORTSWEAR INC.	WRESTLING UNIFORMS	WEST CAMPUS	01	2,136.25
P22-03502	THE RAHUS INSTITUTE	SOLAR SCHOOLHOUSE-MARTINEZ	BG CHACON ACADEMY	09	466.78
P22-03503	WILSON TROPHY COMPANY INC	MS/HS SPORTS TROPHIES	KIT CARSON INTL ACADEMY	01	369.87
P22-03504	THE AMPERSAND GROUP LLC dba SU PPLY NETWORK	CONFIRMING-LANYARDS FOR SCIENCE FAIR JUDGES	ENGINEERING AND SCIENCES HS	01	588.87
P22-03505	ELITE PARTY RENTALS	8TH GR PROMOTION CHAIR RENTAL	KIT CARSON INTL ACADEMY	01	595.60
P22-03506	IXL LEARNING INC	iXL Subscription:Math & ELA; KN-8TH; 1 YEAR	MARTIN L. KING JR ELEMENTARY	01	8,575.00
P22-03507	IXL LEARNING INC	IXL Learning	ELDER CREEK ELEMENTARY SCHOOL	01	9,836.44
P22-03508	GL GROUP INC dba BOOKSOURCE	BOOKSOURCE/ CHAPTER BOOKS	BG CHACON ACADEMY	09	359.54
P22-03509	GRAINGER INC	EQUIP. FOR A. WOODWARD -BUILDING & CONST. @ LBHS	CAREER & TECHNICAL PREPARATION	01	5,084.61
P22-03510	INTERSTATE BOOKS4SCHOOL	BOOKS FOR STUDENT RUN BOOKS STORE	ABRAHAM LINCOLN ELEMENTARY	01	1,217.05

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ESCAPE ONLINE

Page 22 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03511	JOSTENS INC	DIPLOMA COVERS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,515.14
P22-03512	KAGAN PUBLISHING INC	INSTRUCTIONAL POSTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	7,903.56
P22-03513	LAKESHORE LEARNING MATERIALS	KINDER INSTRUCTIONAL MATERIALS	WOODBINE ELEMENTARY SCHOOL	01	524.52
P22-03514	JOURNEYWORKS PUBLISHING	STUDENT SUPPORT PUBLICATIONS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,186.87
P22-03515	SCOE SLY PARK	After Close - Sly Park	MATSUYAMA ELEMENTARY SCHOOL	01	1,200.00
P22-03516	DELTA WIRELESS INC	2- WAY RADIOS	LUTHER BURBANK HIGH SCHOOL	01	2,488.74
P22-03517	CHIO SAEPHANH	REIMB UNIFORM - SUITS FOR MOCK TRIAL	LUTHER BURBANK HIGH SCHOOL	01	1,634.87
P22-03518	CHIO SAEPHANH	REIMB FOR ALCATRAZ FIELD TRIP TICKETS	LUTHER BURBANK HIGH SCHOOL	01	1,248.00
P22-03519	ROCIO ALMANZA	REIMB 2202 FOR science supplies	GENEVIEVE DIDION ELEMENTARY	01	719.61
P22-03520	MERCURIUS	ART SUPPLIES FOR STUDENT USE	ALICE BIRNEY WALDORF - K-8	01	9,996.31
P22-03521	THE HOME DEPOT PRO	RESTORATIVE - UTILITY CARTS FOR SPORT EQUIP	LUTHER BURBANK HIGH SCHOOL	01	522.44
P22-03522	MANAGED SOLUTIONS INC	MANU_MANAGED SOLUTIONS_SOFTWARE	CHARLES A. JONES CAREER & ED	11	288.00
P22-03523	CDW GOVERNMENT	Office shredder and computer	PHOEBE A HEARST BASIC ELEM.	01	2,265.53
P22-03524	CHIO SAEPHANH	REIMB - TREETOP ADVENTURE FEES	LUTHER BURBANK HIGH SCHOOL	01	1,466.30
P22-03525	ODP BUSINESS SOLUTIONS LLC	WHITEBOARDS FOR LSJ AND FORENSIC	LUTHER BURBANK HIGH SCHOOL	01	1,367.60
P22-03526	ODP BUSINESS SOLUTIONS LLC	WORK DESK/STAFF	HUBERT H BANCROFT ELEMENTARY	01	630.74
P22-03527	ODP BUSINESS SOLUTIONS LLC	FILE CABINETS FOR STUDENTS RECORDS	SPECIAL EDUCATION DEPARTMENT	01	19,685.49
P22-03528	BSN SPORTS LLC	RESTORATIVE FUNDING/OUTDOOR ACTIVITIES	HUBERT H BANCROFT ELEMENTARY	01	7,023.02
P22-03529	EXPLORELEARNING	RAZ KIDS RENEWAL	SUSAN B. ANTHONY ELEMENTARY	01	10,695.70
P22-03530	DISCOUNT SCHOOL SUPPLY	DISCOUNT SCHOOL SUPPLY-CLASSROOM BOOK SETS	PACIFIC ELEMENTARY SCHOOL	01	2,023.15
P22-03531	BOOKS EN MORE	5TH GRADE NOVELS	CAPITAL CITY SCHOOL	01	1,855.55
P22-03532	FOLLETT CONTENT SOLUTIONS LLC	CLASSROOM NOVELS	HUBERT H BANCROFT ELEMENTARY	01	1,522.74
P22-03533	CHEFS TOYS LLC	JUICER, WAFFLE MAKERS-CULINARY ARTS PATHWAY	CAREER & TECHNICAL PREPARATION	01	2,673.08
P22-03534	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	SEVA EQUIPMENT - HECKEY	SUTTER MIDDLE SCHOOL	01	2,181.08

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ESCAPE ONLINE

Page 23 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03535	ERIC ARMIN INC dba EAI EDUCATION	CLASSROOM TEACHING MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	4,509.59
P22-03536	ART IMAGE PUBLICATIONS INC	RESTORATIVE ART SUPPORT IN CLASSROOMS	LUTHER BURBANK HIGH SCHOOL	01	1,622.61
P22-03537	BUCK INSTITUTE FOR EDUCATION	PBL WORKS -BOOKS	PACIFIC ELEMENTARY SCHOOL	01	1,269.74
P22-03538	GOPHER SPORT	PE EQUIPMENT	FATHER K.B. KENNY - K-8	01	6,613.25
P22-03539	LAKESHORE LEARNING MATERIALS	CLASSROOM TEACHING MATL'S	HUBERT H BANCROFT ELEMENTARY	01	4,506.02
P22-03540	LEARNING RESOURCES INC & EDUCATIONAL INSIGHTS	LEARNING RESOURCES-CAMPA	BG CHACON ACADEMY	09	96.94
P22-03541	INSECT LORE PRODUCTS	CLASSROOM TEACHING MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	253.60
P22-03542	HOME TRAINING TOOLS LTD HOME SCIENCE TOOLS	CLASSROOM CURRICULUM MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	759.07
P22-03543	HOUGHTON MIFFLIN HARCOURT	READ 180 LICENSES FOR READ 180 CLASSES	FERN BACON MIDDLE SCHOOL	01	2,873.00
P22-03544	ART DOCENT PROGRAM	ART DOCENT PROGRAM FOR STUDENTS	PACIFIC ELEMENTARY SCHOOL	01	2,000.00
P22-03545	IRENE EISTER	REIMB FOR I. EISTER (PHIL TULGA)	GOLDEN EMPIRE ELEMENTARY	01	450.00
P22-03546	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES 2021-2022	CAMELLIA BASIC ELEMENTARY	01	861.30
P22-03547	PACIFIC OFFICE AUTOMATION	RISO COPIER SUPPLIES	HUBERT H BANCROFT ELEMENTARY	01	163.13
P22-03548	SCHOOL SPECIALTY	SCHOOL SPECIALTY - SCIENCE NIGHT	PACIFIC ELEMENTARY SCHOOL	01	1,012.01
P22-03549	SCHOOL SPECIALTY	CLASSROOM TEACHING MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	796.55
P22-03550	SCHOOL SPECIALTY	STUDENT DESKS	HUBERT H BANCROFT ELEMENTARY	01	549.75
P22-03551	STOMMEL INC LEHR AUTO	2021 EXPLORER - UPGRADE	SECURITY SERVICES	01	3,923.43
P22-03552	TEAM OUTFITTERS LLC	LSJ UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	1,609.50
P22-03553	TOBII DYNAVOX LLC	AAC - DYNAVOX COMMUNICATOR	SPECIAL EDUCATION DEPARTMENT	01	17,877.39
P22-03554	SCHOOL HEALTH CORP	HEALTH & SAFETY NURSE ORDER	PACIFIC ELEMENTARY SCHOOL	01	1,034.10
P22-03555	SCHOOL HEALTH CORP	TRAINER SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	945.80
P22-03556	SCHOOL LIBRARY JOURNAL	SCHOOL LIBRARY JOURNEY SUBSCRIPTION	C. K. McCLATCHY HIGH SCHOOL	01	159.99
P22-03557	STARHOUSE MEDIA LLC	SCREEN AGERS (Michelle Pelletier John Still K-8)	STUDENT SUPPORT&HEALTH SRVCS	01	950.00
P22-03558	SCHOLASTIC INC SCHOLASTIC MAGAZINES	SCHOLASTIC NEWS CAMPA	BG CHACON ACADEMY	09	192.33
P22-03559	SCHOLASTIC INC SCHOLASTIC MAGAZINES	CLASSROOM DICTIONARIES	HUBERT H BANCROFT ELEMENTARY	01	652.28

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ESCAPE ONLINE

Page 24 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03560	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	OT/ADPE ASSESSMENT-PEARSONS	SPECIAL EDUCATION DEPARTMENT	01	76,879.28
P22-03561	MARKERBOARD PEOPLE	MARKERBOARDS	HIRAM W. JOHNSON HIGH SCHOOL	01	31,969.78
P22-03562	MACKIN EDUCATIONAL RESOURCES	LIBRARY BOOK ORDER	O. W. ERLEWINE ELEMENTARY	01	14,334.54
P22-03563	LEARNING RESOURCES INC & EDUCATIONAL INSIGHTS	CLASSROOM TEACHING MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	444.13
P22-03564	S&S WORLDWIDE INC	S&S WW - Peaceful Playground Equipment	PACIFIC ELEMENTARY SCHOOL	01	2,927.88
P22-03565	PITNEY BOWES INC	PITNEY BOWES LEASE DUE 3-29-22	JOHN F. KENNEDY HIGH SCHOOL	01	566.85
P22-03566	SCUSD - US BANK CAL CARD	Reconcile Cal Card	NUTRITION SERVICES DEPARTMENT	13	2,263.34
P22-03567	SCUSD - US BANK CAL CARD	Reconcile Cal Card / Statement Date 10/06/21	NUTRITION SERVICES DEPARTMENT	13	1,309.30
P22-03568	SCUSD - US BANK CAL CARD	Reconciliation of Cal Card April 2022	NUTRITION SERVICES DEPARTMENT	13	2,206.72
P22-03569	SCUSD - US BANK CAL CARD	Reconciliation of Cal Card	NUTRITION SERVICES DEPARTMENT	13	418.75
P22-03570	SCUSD - US BANK CAL CARD	March 2022 Reconciliation of Cal Card	NUTRITION SERVICES DEPARTMENT	13	2,293.70
P22-03571	DECKER INC	SUPPLIES FOR SCHOOL SITE	SUTTER MIDDLE SCHOOL	01	1,949.66
P22-03572	SCUSD - US BANK CAL CARD	GROMMETS FOR BANNERS	CENTRAL PRINTING SERVICES	01	160.96
P22-03573	BOOKS EN MORE	6TH GR. ELA LESSON BOOK	SUSAN B. ANTHONY ELEMENTARY	01	147.79
P22-03574	APPLE INC	LOW INCIDENCE - AT ORDERS	SPECIAL EDUCATION DEPARTMENT	01	12,878.29
P22-03575	APPLE INC	LOW INCIDENCE - VI ORDERS	SPECIAL EDUCATION DEPARTMENT	01	20,547.15
P22-03576	APPLE INC	LOW INCIDENCE - AAC EIDe @ Bret Harte	SPECIAL EDUCATION DEPARTMENT	01	876.96
P22-03577	APPLE INC	LOW INCIDENCE - AAC KeCh @ LPA	SPECIAL EDUCATION DEPARTMENT	01	1,040.08
P22-03578	APPLE INC	LOW INCIDENCE: AAC KeCh @ LPA	SPECIAL EDUCATION DEPARTMENT	01	876.96
P22-03579	APPLE INC	IPADS FOR CLASSROOM-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	2,393.15
P22-03580	CDW GOVERNMENT	HP OFFICEJET PRO 8210 FOR STUD SUPPRT-SUPP MATRLS	FERN BACON MIDDLE SCHOOL	01	6,264.00
P22-03581	CDW GOVERNMENT	HP PRO DESK 600 G6 - STAFF USE	ALICE BIRNEY WALDORF - K-8	01	1,025.31
P22-03582	HERFF JONES INC	Graduation Diploma Invoice #1115983	THE MET	01	554.04

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ESCAPE ONLINE

Page 25 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03583	KRIS ALLOTT	REIMBURSEMENT PER OAH#2021050802	SPECIAL EDUCATION DEPARTMENT	01	2,280.00
P22-03584	OFFICE DEPOT	INK CARTRIDGES FOR PRINTER IN THE TUTORING CENTER	JOHN F. KENNEDY HIGH SCHOOL	01	180.55
P22-03585	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERSs	HIRAM W. JOHNSON HIGH SCHOOL	01	2,910.45
P22-03586	SCHOOL OUTFITTERS DBA FAT CATA LOG	OUTDOOR BULLETIN BOARDS	GENEVIEVE DIDION ELEMENTARY	01	9,353.36
P22-03587	PLAY ANYWHERE SPORTS INC.	AWARD/CELEBRATION BACKDROPS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,373.24
P22-03588	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	THEODORE JUDAH ELEMENTARY	01	1,003.19
P22-03589	VIRCO INC	CLASSROOM DESKS	WEST CAMPUS	01	12,805.97
P22-03590	SCHOOLMATE INC	PLANNERS	EDWARD KEMBLE ELEMENTARY	01	1,352.16
P22-03591	OFFICE DEPOT	CLASSROOM SUPPLY	CESAR CHAVEZ INTERMEDIATE	01	763.23
P22-03592	PERLMUTTER PURCHASING POWER	ADDITIONAL SECURITY CAMERAS FOR CAMPUS	JOHN CABRILLO ELEMENTARY	01	1,618.20
P22-03593	OFFICE DEPOT	RADIO WALKIE TALKIE SCHOOL SAFETY SPED REG ED	CAROLINE WENZEL ELEMENTARY	01	959.97
P22-03594	ROCHESTER 100, INC	FRIDAY FOLDERS 22-23	EDWARD KEMBLE ELEMENTARY	01	1,088.86
P22-03595	LEARNING PLUS ASSOCIATES	LEARNING PLUS ASSOCIATES FOR 22-23	NEW JOSEPH BONNHEIM	09	14,678.22
P22-03596	STUDIOS FOR THE PERFORMING ARTS OPERATING CO	CLARA Classroom	MUSIC SECTION	01	8,080.00
P22-03597	REMIND101 INC	After Close - LICENSE	GENEVIEVE DIDION ELEMENTARY	01	3,960.00
P22-03598	BOOKS EN MORE	BOOKS FOR ELD STUDENTS (PELLA)	JOHN F. KENNEDY HIGH SCHOOL	01	4,076.61
P22-03599	ALPHA CERAMIC SUPPLIES INC ALP HA FIRED ARTS	REPAIRS TO KILN FOR CERAMICS CLASS	JOHN F. KENNEDY HIGH SCHOOL	01	347.48
P22-03600	ALPHA CERAMIC SUPPLIES INC ALP HA FIRED ARTS	REPAIRS TO THE KILN FOR CERAMICS CLASS	JOHN F. KENNEDY HIGH SCHOOL	01	840.25
P22-03601	AUDIO VISUAL INNOVATIONS INC	SITE LICENSE - SMART BOARD LEARNING SUITE	JOHN CABRILLO ELEMENTARY	01	1,890.00
P22-03602	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	TEACHER PROF. DEVELOPMENT	FATHER K.B. KENNY - K-8	01	885.20
P22-03603	AMERICAN FLOOR MATS	FLOOR MATS	WEST CAMPUS	01	2,109.55
P22-03604	ACADEMIC AFFAIRS YOUR GRADUATION SUPPLY	Treat as Confirming - GRADUATION PRODUCTS	CAPITAL CITY SCHOOL	01	4,317.71
P22-03605	FOLLETT CONTENT SOLUTIONS LLC	Bowling Green Library List #1 - Quote #10894226	LIBRARY/TEXTBOOK SERVICES	09	6,302.97
P22-03606	IMAGESTUFF.COM SCHOOLLIFE.COM	ATTENDANCE/ACHIEVEMENT INCENTIVES	WOODBINE ELEMENTARY SCHOOL	01	455.73

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ESCAPE ONLINE

Page 26 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03607	DELTA WIRELESS INC	WALKIE TALKIES FOR SCHOOL SAFETY	JOHN CABRILLO ELEMENTARY	01	2,976.89
P22-03608	FLINN SCIENTIFIC INC	SCIENCE SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	5,651.57
P22-03609	GOLDEN RULE SIGNS LLC	L.E.D. MESSAGE UNIT FOR OUR SCHOOL	ISADOR COHEN ELEMENTARY SCHOOL	01	14,466.89
P22-03610	GOPHER SPORT	RECESS EQUIPMENT	EDWARD KEMBLE ELEMENTARY	01	1,526.81
P22-03611	IT'S ELEMENTARY	NECK STRAPS FOR STAFF	JOHN CABRILLO ELEMENTARY	01	626.37
P22-03612	PACIFIC OFFICE AUTOMATION	RISO CONTRACTS	ETHEL PHILLIPS ELEMENTARY	01	286.01
P22-03613	HERFF JONES INC	2022 DIPLOMA	ROSEMONT HIGH SCHOOL	01	1,400.00
P22-03614	JAMES STANFIELD CO. VIP #X803	WORKABILITY RESOURCE CURRICULUM	SPECIAL EDUCATION DEPARTMENT	01	13,017.38
P22-03615	PACIFIC OFFICE AUTOMATION	MAINTENANCE AGREEMENT FOR RISO DUPLICATOR	GOLDEN EMPIRE ELEMENTARY	01	578.55
P22-03616	PACIFIC OFFICE AUTOMATION	RISO/RN2235 MAINTENANCE FOR 2021-22	FATHER K.B. KENNY - K-8	01	425.00
P22-03617	JONES SCHOOL SUPPLY CO INC	CERTIFICATES/ATTENDANCE	WOODBINE ELEMENTARY SCHOOL	01	304.50
P22-03618	LATINO FAMILY LITERACY PROJECT ATTN LECTURA BOOKS	LECTURA/FAMILY ENGAGEMENT	WOODBINE ELEMENTARY SCHOOL	01	5,133.00
P22-03619	LAKESHORE LEARNING MATERIALS	SPED TEACHER SUPPLIES	FATHER K.B. KENNY - K-8	01	304.96
P22-03620	JONES SCHOOL SUPPLY CO INC	STUDENT RECOGNITION	JOHN CABRILLO ELEMENTARY	01	199.06
P22-03621	GOPHER SPORT	PE EQUIPMENT	FATHER K.B. KENNY - K-8	01	2,709.08
P22-03622	MINGA SOLUTIONS INC	MINGA	HIRAM W. JOHNSON HIGH SCHOOL	01	3,825.00
P22-03623	ALL WEST COACHLINES	ATHLETIC TRANSPORTATION - TRACK TEAM	JOHN F. KENNEDY HIGH SCHOOL	01	2,235.56
P22-03624	PAXTON PATTERSON LLC	CCR - LAB/FURNITURE FOR SAM BRANNAN M.S.	CAREER & TECHNICAL PREPARATION	01	209,745.27
P22-03625	PAXTON PATTERSON LLC	LAB FOR EINSTEIN PATHWAY- PRINCIPAL CHASE TAFOYA	CAREER & TECHNICAL PREPARATION	01	220,275.89
P22-03626	PAXTON PATTERSON LLC	CCR- LAB/FURNITURE FOR ROSA PARKS M.S.	CAREER & TECHNICAL PREPARATION	01	212,586.26
P22-03627	PEACEFUL PLAYGROUNDS	PEACEFUL PLAYGROUND	PACIFIC ELEMENTARY SCHOOL	01	6,640.22
P22-03628	ELECTRICK MOTORSPORTS	GOLF CAR	HIRAM W. JOHNSON HIGH SCHOOL	01	14,783.48
P22-03629	CITY OF SACRAMENTO YOUTH PARKS & COMM. ENRICHMENT	PARK RENTAL FOR 8TH GRADE FIELD DAY	ENGINEERING AND SCIENCES HS	01	24.00
P22-03630	STEWART SIGNS	DIGITAL MARQUEE	PACIFIC ELEMENTARY SCHOOL	01	16,650.00

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ESCAPE ONLINE

Page 27 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03631	AMAZON CAPITAL SERVICES	CONNECT CENTER (SUPPLIES/MATERIALS AMAZON)	STUDENT SUPPORT&HEALTH SRVCS	01	918.77
P22-03632	CDW GOVERNMENT	INK JET PRINTERS	WOODBINE ELEMENTARY SCHOOL	01	870.00
P22-03633	AMAZON CAPITAL SERVICES	CONNECT CENTER (SUPPLIES/MATERIALS AMAZON)	STUDENT SUPPORT&HEALTH SRVCS	01	780.46
P22-03634	AMAZON CAPITAL SERVICES	CONNECT CENTER (SUPPLIES/MATERIALS AMAZON)	STUDENT SUPPORT&HEALTH SRVCS	01	1,634.06
P22-03635	ZONAR SYSTEMS INC	GPS IGNITION RENEWAL FOR NS/WHSE VEHICLES 2022	NUTRITION SERVICES DEPARTMENT	13	6,620.32
P22-03636	TEACHER SYNERGY LLC dba TEACHE RS PAY TEACHERS	SCHOOL ACCESS/TEACHER SYNERGY (TPT)	LEATAATA FLOYD ELEMENTARY	01	2,300.00
P22-03637	SCHOOL SPECIALTY	STEAM SCHOOL SPECIALTY ORDER	PACIFIC ELEMENTARY SCHOOL	01	23,279.26
P22-03638	NASCO	ART SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	358.88
P22-03639	THE HOME DEPOT PRO	VAPA- INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	367.03
P22-03640	BSN SPORTS LLC	G. VOLLEYBALL TEAM UNIFORMS	JOHN F. KENNEDY HIGH SCHOOL	01	1,530.38
P22-03641	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	HMS- FT TO UCDAVIS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,339.20
P22-03642	BRIGHT WHITE PAPER CO	PRO COLOR POSTER MAKER AND INK	JOHN F. KENNEDY HIGH SCHOOL	01	7,362.38
P22-03643	SCHOOL SPECIALTY	LAMINATOR FOR THE SCHOOL	JOHN F. KENNEDY HIGH SCHOOL	01	3,848.52
P22-03644	MT LIBRARY SERVICES JUNIOR LIB RARY GUILD	JLG - LIBRARY SUBSCRIPTION ADDITION	HIRAM W. JOHNSON HIGH SCHOOL	01	702.98
P22-03645	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES FOR TEACHERS	JOHN F. KENNEDY HIGH SCHOOL	01	260.00
P22-03646	SOLUTION TREE	SOLUTION TREE BOOKS	PACIFIC ELEMENTARY SCHOOL	01	5,577.88
P22-03647	EPIC SPORTS INC	BASKETBALL TEAM UNIFORMS	JOHN F. KENNEDY HIGH SCHOOL	01	208.13
P22-03648	OFFICE DEPOT	CALCULATORS FOR STUDENTS	JOHN F. KENNEDY HIGH SCHOOL	01	22,876.65
P22-03649	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	AP BOOK ORDER FOR TEACHERS - (MR BROWN)	JOHN F. KENNEDY HIGH SCHOOL	01	798.93
P22-03650	SCHOOL NURSE SUPPLY INC	SCHOOL NURSE SUPPLIES	JOHN F. KENNEDY HIGH SCHOOL	01	365.87
P22-03651	OFFICE DEPOT	HORIZONTAL PAPER RACK FOR TEACHERS	JOHN F. KENNEDY HIGH SCHOOL	01	668.07
P22-03652	DEMCO INC	LIBRARY SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,175.04

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ESCAPE ONLINE

Page 28 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03653	RENAISSANCE LEARNING INC	RENAISSANCE RENEWAL	CALIFORNIA MIDDLE SCHOOL	01	5,895.00
P22-03654	KOMBAT SOCCER INC	TENNIS UNIFORMS FOR JFK TENNIS TEAM	JOHN F. KENNEDY HIGH SCHOOL	01	783.00
P22-03655	KOMBAT SOCCER INC	BASEBALL HATS AND VISORS - UNIFORM	JOHN F. KENNEDY HIGH SCHOOL	01	1,839.23
P22-03656	KOMBAT SOCCER INC	BASKETBALL TEAM UNIFORM	JOHN F. KENNEDY HIGH SCHOOL	01	1,011.38
P22-03657	KOMBAT SOCCER INC	UNIFORMS FOR THE GOLF TEAM	JOHN F. KENNEDY HIGH SCHOOL	01	679.69
P22-03658	SCUSD - US BANK CAL CARD	LOW INCIDENCE: AAC KeCH @ LPA	SPECIAL EDUCATION DEPARTMENT	01	136.79
P22-03659	BROOKE PURVES	After Close- Law Academy Mentor	HIRAM W. JOHNSON HIGH SCHOOL	01	3,000.00
P22-03660	JUST PRINT IT INK	SOFTBALL TEAM UNIFORMS	JOHN F. KENNEDY HIGH SCHOOL	01	3,909.56
P22-03661	KOMBAT SOCCER INC	UNIFORMS - G. TENNIS TEAM	JOHN F. KENNEDY HIGH SCHOOL	01	783.00
P22-03662	KOMBAT SOCCER INC	UNIFORMS - G. SOCCER TEAM	JOHN F. KENNEDY HIGH SCHOOL	01	4,980.75
P22-03663	BULK BOOKSTORE	PURCHASING BOOKS FOR CLASSROOMS	ISADOR COHEN ELEMENTARY SCHOOL	01	2,323.08
P22-03664	SCUSD - US BANK CAL CARD	SUPPLIES FOR WOODSHOP - HECKEY	SUTTER MIDDLE SCHOOL	01	241.49
P22-03665	GOPHER SPORT	SCHOOL TRIKES KINDER CLASS	CAROLINE WENZEL ELEMENTARY	01	2,856.14
P22-03666	JUDY YIMITING WONG dba TOPS PE N CO	PBIS INCENTIVES	HIRAM W. JOHNSON HIGH SCHOOL	01	506.78
P22-03667	GOPHER SPORT	PE SUPPLIES	SUTTER MIDDLE SCHOOL	01	5,821.39
P22-03668	SCUSD - US BANK CAL CARD	ASSIST TECH - LDV & ITINERANT	SPECIAL EDUCATION DEPARTMENT	01	410.85
P22-03669	FOLLETT CONTENT SOLUTIONS LLC	BOOKS FOR THE LIBRARY	JOHN F. KENNEDY HIGH SCHOOL	01	1,771.62
P22-03670	SCUSD - US BANK CAL CARD	INTHINKING IB SUBSCRIPTION RENEWALS	KIT CARSON INTL ACADEMY	01	1,350.00
P22-03672	NATASHA DICKERSON	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
P22-03673	APPLE INC	AAC/AT BULK IPAD ORDER	SPECIAL EDUCATION DEPARTMENT	01	28,109.00
P22-03674	CDW GOVERNMENT	HEADPHONES	BG CHACON ACADEMY	09	2,247.86
P22-03675	AMAZON CAPITAL SERVICES	TRANSITION CLASSROOM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	26.63
P22-03676	AMAZON CAPITAL SERVICES	SEL SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	36.96
P22-03677	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	180.28
P22-03678	AMAZON CAPITAL SERVICES	Rebecca room 27	PARKWAY ELEMENTARY SCHOOL	01	215.22
P22-03679	AMAZON CAPITAL SERVICES	Outdoor volleyball net system	GENEVIEVE DIDION ELEMENTARY	01	384.96

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ESCAPE ONLINE

Page 29 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03680	AMAZON CAPITAL SERVICES	REWARDS FOR STUDENT ACHIEVEMENT	ABRAHAM LINCOLN ELEMENTARY	01	201.88
P22-03681	AMAZON CAPITAL SERVICES	OFFICE	CESAR CHAVEZ INTERMEDIATE	01	267.51
P22-03682	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES - SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	298.46
P22-03683	AMAZON CAPITAL SERVICES	SEL SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	360.18
P22-03684	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	386.66
P22-03685	AMAZON CAPITAL SERVICES	ART CLUB ITEMS	WOODBINE ELEMENTARY SCHOOL	01	478.47
P22-03686	AMAZON CAPITAL SERVICES	INST SUPPLIES FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	1,568.46
P22-03687	AMAZON CAPITAL SERVICES	SUPPORT CENTER SUPPLIES CON'T 5	ETHEL I. BAKER ELEMENTARY	01	678.51
P22-03688	MAILERSMVP	Software Renewal	CENTRAL PRINTING SERVICES	01	995.00
P22-03689	AMAZON CAPITAL SERVICES	HEADPHONES FOR EL STUDENT LAB	LUTHER BURBANK HIGH SCHOOL	01	931.77
P22-03690	VIRCO INC	After Close	ALBERT EINSTEIN MIDDLE SCHOOL	01	8,076.10
P22-03691	AMAZON CAPITAL SERVICES	WOODSHOP SUPPLIES - HECKEY	SUTTER MIDDLE SCHOOL	01	5,404.12
P22-03692	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	4,823.97
P22-03693	DISCOUNT CELLULAR ACCESSORIES	IPHONE CHARGERS	HEALTH SERVICES	01	186.70
P22-03694	SCHOOL NURSE SUPPLY INC	SCHOOL NURSE SUPPLY, INC.	STUDENT SUPPORT&HEALTH SRVCS	01	406.19
P22-03695	BOOKS EN MORE	BOOKS EN MORE (SUPPLIES/MATERIALS)	STUDENT SUPPORT&HEALTH SRVCS	01	3,420.30
P22-03696	DIBBLE INSTITUTE FOR MARRIAGE	THE DIBBLE INSTITUTE (Supplies/materials LBHS)	STUDENT SUPPORT&HEALTH SRVCS	01	628.03
P22-03697	EPIC SPORTS INC	Playground Equipment for 22-23	NEW JOSEPH BONNHEIM	09	368.40
P22-03698	GOPHER SPORT	Field marking spray	ELDER CREEK ELEMENTARY SCHOOL	01	205.71
P22-03699	BOOKS EN MORE	Books 'en More	ELDER CREEK ELEMENTARY SCHOOL	01	4,529.66
P22-03700	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	B&N SUPPLIES MATERIALS (MONICA McRHO)	STUDENT SUPPORT&HEALTH SRVCS	01	3,056.09
P22-03701	S&S WORLDWIDE INC	RESTORATIVE FUNDS	JAMES W MARSHALL ELEMENTARY	01	7,031.59
P22-03702	LAKESHORE LEARNING MATERIALS	SDC	JAMES W MARSHALL ELEMENTARY	01	392.71
P22-03703	CASCADE ROCK INC	SOIL FOR SOFTBALL	ROSEMONT HIGH SCHOOL	01	1,105.52

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ESCAPE ONLINE

Page 30 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

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P22-03704	SCHOOL HEALTH CORP	VISION SCREENING EQUIPMENT	HEALTH SERVICES	01	4,827.33
P22-03705	SCHOOL NURSE SUPPLY INC	VISION SCREENING CABINETS	HEALTH SERVICES	01	2,371.88
P22-03706	CONTROL SOLUTIONS INC	IZ CLINIC - DATA LOGGER CALIBRATION	HEALTH SERVICES	01	133.00
P22-03707	MOORE MEDICAL CORP	BLOOD PRESSURE KITS	HEALTH SERVICES	01	3,813.99
P22-03708	PHARMACY SYSTEMS INC	PHARM INSTRUCTIONAL SUPPLIES	CHARLES A. JONES CAREER & ED	11	1,500.00
P22-03709	AAA GARMENTS & LETTERING INC	T-SHIRT FOR 3 SCHOOL (LBHS, SBM, AEM)	STUDENT SUPPORT&HEALTH SRVCS	01	1,266.50
P22-03710	THERAPY SHOPPE	SDC/RSP	JAMES W MARSHALL ELEMENTARY	01	126.08
P22-03711	WESTERN TOOLS AND EQUIPMENT	MANUFACTURING_HYDRAULIC OIL/COOLANT	CHARLES A. JONES CAREER & ED	11	408.32
P22-03712	WILSON TROPHY CO	After Close -	CALIFORNIA MIDDLE SCHOOL	01	1,497.74
P22-03713	JIM S EDMONDS	BOUNCE HOUSE RENTALS FOR 8TH GRD FIELD DAY	ENGINEERING AND SCIENCES HS	01	2,491.72
P22-03714	BOOKS EN MORE	LSJ CLASSROOM LIBRARY - MS SAELEE	LUTHER BURBANK HIGH SCHOOL	01	570.47
P22-03716	JOSTENS INC	GRADUATION TASSELS 2022	HIRAM W. JOHNSON HIGH SCHOOL	01	358.72
P22-03717	HAND2MIND INC	HAND2MIND CLASS SET	JOHN H. STILL - K-8	01	1,386.45
P22-03718	DEMCO INC	TIGER DESIGN KIT	JOHN H. STILL - K-8	01	221.23
P22-03719	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS STUDENT MATERIALS	H.W. HARKNESS ELEMENTARY	01	11,015.36
P22-03720	MARKERBOARD PEOPLE	Dry Erase Boards	PARKWAY ELEMENTARY SCHOOL	01	517.20
P22-03721	GOPHER SPORT	SPORTS EQUIPMENT - CONFIRMING	JOHN H. STILL - K-8	01	2,987.62
P22-03722	VIKING SHRED LLC	SHREDDING FOR THE 21/22 SCHOOL YEAR	JOHN H. STILL - K-8	01	136.76
P22-03723	FRANK M. VITORIO	LAWN MOWER - TREAT AS CONFIRMING	WEST CAMPUS	01	2,584.92
P22-03724	AMAZON CAPITAL SERVICES	AMAZON - HEADPHONES	JOHN H. STILL - K-8	01	271.86
P22-03725	HEARTBEAT CPR EDUCATORS	TREAT AS CONFIRMING - CPR FOR NURSES	HEALTH SERVICES	01	1,134.00
P22-03726	STUDIES WEEKLY INC	STUDIES WEEKLY/WELL-BEING FOR 22-23	NEW JOSEPH BONNHEIM	09	5,454.66
P22-03727	SILK SCREEN PRO	UNIFORM SCREENPRINTING FOR CIRCLE KEEPERS	PARKWAY ELEMENTARY SCHOOL	01	239.74
P22-03728	THE LIBRARY STORE INC dba VERN ON LIBRARY SUPPLIES	BOOK REPAIR CORNERS	JOHN H. STILL - K-8	01	387.69
P22-03729	CDW GOVERNMENT	CHROMEBOOKS FOR CLASSROOM CHRG CARTS-SUPP. MTRLS	FERN BACON MIDDLE SCHOOL	01	66,705.19

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ESCAPE ONLINE

Page 31 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03730	CDW GOVERNMENT	HP WKSTATION/MONITORS FOR LAB ECD @JFK-INDRELAND	CAREER & TECHNICAL PREPARATION	01	50,378.30
P22-03731	CDW GOVERNMENT	CHROMEBOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	235,783.08
P22-03732	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	CART REPAIR	ROSEMONT HIGH SCHOOL	01	751.40
P22-03733	LIFECHANGERS INTL	R.E.A.C.H. SCHOOL ASSEMBLY-WORSHOP	STUDENT SUPPORT&HEALTH SRVCS	01	1,000.00
P22-03734	KULI IMAGE INC	PARENT ENGAGEMENT CANOPY	HIRAM W. JOHNSON HIGH SCHOOL	01	750.76
P22-03735	MSI MECHANICAL SYS	HVAC REPLACEMENT K1 & K2 EI BAKER	FACILITIES MAINTENANCE	01	24,700.00
P22-03736	PACIFIC OFFICE AUTOMATION	CONTRACT # CONT006092-14	JOHN H. STILL - K-8	01	450.00
P22-03737	CALIFORNIA ACADEMY OF SCIENCES	CA ACADEMY OF SCIENCES FOR 2nd grade	NEW JOSEPH BONNHEIM	09	292.50
P22-03738	AUGMENTATIVE COMMUNICATION CONSULTANTS INC	AAC MATERIALS-KeCh@LPA & EIDe@Bret Harte	SPECIAL EDUCATION DEPARTMENT	01	223.58
P22-03739	MOBYMAX LLC	MOBY MAX STUDENT ONLINE LEARNING LICENSE 22-23	CAROLINE WENZEL ELEMENTARY	01	3,495.00
P22-03740	MOBYMAX LLC	MobyMax	ELDER CREEK ELEMENTARY SCHOOL	01	3,495.00
P22-03741	FSU CENTER FOR PREVENTION	Purchase of Teen Parent Curriculum - TUPE Program	FOSTER YOUTH SERVICES PROGRAM	01	1,061.50
P22-03742	CLOUD9WORLD WRP	SEL CLOUD 9 MATERIALS RENEWAL	ETHEL PHILLIPS ELEMENTARY	01	1,892.16
P22-03743	CIVILIAN INC	MENTAL HEALTH MONTH MATERIAL (SSHS BOX 708)	STUDENT SUPPORT&HEALTH SRVCS	01	2,090.75
P22-03744	COLIBRI SYSTEM	COLIBRI COVERS	JOHN H. STILL - K-8	01	640.03
P22-03745	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC INC.	NEW JOSEPH BONNHEIM	09	1,996.28
P22-03746	KIZ CONSTRUCTION	SERNA CTR BISTRO KITCHEN AREA PAINTING	FACILITIES MAINTENANCE	01	56,800.00
P22-03747	MIKE & SONS TRUCK REPAIR	M&O TRUCK VEHICLE REPAIR #156	FACILITIES MAINTENANCE	01	7,110.98
P22-03748	CDW GOVERNMENT	PRINTER INK	HIRAM W. JOHNSON HIGH SCHOOL	01	5,776.80
P22-03749	COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT DEPT	0520-433 HJHS SACRAMENTO COUNTY - PLAN REVIEW FEES	FACILITIES SUPPORT SERVICES	21	2,344.00
P22-03751	ONETO METAL PRODUCTS CORP	GUTTER MATERIALS, VARIOUS LOCATIONS	FACILITIES MAINTENANCE	01	7,569.54
P22-03752	BARNES WELDING SUPPLY	PORTABLE WELDER REPLACEMENT FOR WELDING TRUCK #95	FACILITIES MAINTENANCE	01	6,208.54
P22-03753	MSI MECHANICAL SYS	SAC HI P-19 FURNACE REPLACEMENT	FACILITIES MAINTENANCE	01	6,270.00

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ESCAPE ONLINE

Page 32 of 37

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03754	AMADOR STAGE LINES INC	After Close Charter Bus Invoice for Field Trip	GENEVIEVE DIDION ELEMENTARY	01	1,660.05
P22-03755	CDW GOVERNMENT	CLASSROOM AV & PRINT INSTRUCTIONAL EQUIPMENT	OAK RIDGE ELEMENTARY SCHOOL	01	17,134.16
TB22-00040	RAINBOW BOOK CO	RAINBOW LIBRARY ORDER #1	EDWARD KEMBLE ELEMENTARY	01	990.54
TB22-00041	SAVVAS	2022-2023 EnVisions Math (2015) curriculum	LIBRARY/TEXTBOOK SERVICES	01	443,619.70
TB22-00042	AMPLIFY	2022-2023 Amplify Science K-5 Adoption	LIBRARY/TEXTBOOK SERVICES	01	4,970,638.62
TB22-00043	AMPLIFY	Amplify Science K-5 supplemental order Q-126535-1	LIBRARY/TEXTBOOK SERVICES	01	58,973.53
TB22-00044	TEXTBOOK WAREHOUSE LLC	Waldorf Textbook (AM Winn)	LIBRARY/TEXTBOOK SERVICES	01	16.10
TB22-00045	FOLLETT SCHOOL SOLUTIONS LLC	2022-2023 Waldorf Texts & TEs	LIBRARY/TEXTBOOK SERVICES	01	249.39
TB22-00046	TEXTBOOK WAREHOUSE LLC	2022 Summer School Curriculum	LIBRARY/TEXTBOOK SERVICES	01	13,869.54
TB22-00047	ZANER-BLOSER INC	2022 Summer School Math Kits #00037141	LIBRARY/TEXTBOOK SERVICES	01	103,626.14
TB22-00048	TEACHING STRATEGIES INC	2022-2023 Universal Transitional Kinder Curriculum	LIBRARY/TEXTBOOK SERVICES	01	185,809.75
TB22-00049	RAINBOW BOOK CO	RAINBOW BOK ORDER #2	EDWARD KEMBLE ELEMENTARY	01	995.99
TB22-00050	RAINBOW BOOK CO	RAINBOW ORDER #3	EDWARD KEMBLE ELEMENTARY	01	1,575.59
Total Number of POs			778	Total	13,112,260.93

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	671	12,083,470.85
09	Charter School	38	95,415.40
11	Adult Education	25	81,562.77
12	Child Development	24	63,497.67
13	Cafeteria	15	151,005.50
21	Building Fund	6	466,869.00
67	Self Insurance	2	239.74
Total Fiscal Year 2022			12,942,060.93
01	General Fund	2	170,200.00
Total Fiscal Year 2023			170,200.00
Total			13,112,260.93

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ESCAPE ONLINE

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B22-00010	33,000.00	01-4331	General Fund/Transportation Repair Parts	5,000.00
B22-00015	9,475.00	01-5800	General Fund/Other Contractual Expenses	4,331.92
B22-00044	18,450.00	01-5690	General Fund/Other Contracts, Rents, Leases	12,000.00
B22-00055	15,450.00	01-4331	General Fund/Transportation Repair Parts	3,000.00
B22-00109	5,654.39	01-5690	General Fund/Other Contracts, Rents, Leases	60.10
		13-5690	Cafeteria/Other Contracts, Rents, Leases	240.40
			Total PO B22-00109	300.50
B22-00113	14,000.00	12-5560	Child Development/Laundry and Dry Cleaning	4,000.00
B22-00130	23,500.00	01-5690	General Fund/Other Contracts, Rents, Leases	3,500.00
B22-00139	6,500.00	01-5450	General Fund/All Other Insurance	1,500.00
B22-00213	50,000.00	13-4710	Cafeteria/Food	10,000.00
B22-00254	5,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00-
B22-00255	.00	01-4320	General Fund/Non-Instructional Materials/Su	.00
B22-00260	32,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B22-00261	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B22-00278	2,500.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00-
B22-00281	1,200.00	01-4320	General Fund/Non-Instructional Materials/Su	2,600.00-
B22-00287	3,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00-
B22-00300	1,900.00	01-4320	General Fund/Non-Instructional Materials/Su	400.00
B22-00302	600.00	01-4320	General Fund/Non-Instructional Materials/Su	3,400.00-
B22-00304	11,000.00	01-4320	General Fund/Non-Instructional Materials/Su	8,500.00
B22-00307	4,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00-
B22-00317	13,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00
B22-00319	12,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B22-00322	7,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B22-00323	1,900.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B22-00329	11,600.00	01-4320	General Fund/Non-Instructional Materials/Su	2,600.00
B22-00335	638.62	01-4320	General Fund/Non-Instructional Materials/Su	2,861.38-
B22-00337	4,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00-
B22-00343	500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00-
B22-00352	10,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B22-00354	6,000.00	01-4320	General Fund/Non-Instructional Materials/Su	805.13
B22-00358	.00	01-4320	General Fund/Non-Instructional Materials/Su	20,700.00-
B22-00363	12,500.00	01-4320	General Fund/Non-Instructional Materials/Su	4,835.10
B22-00364	19,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B22-00376	12,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,696.93
B22-00379	3,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00-
B22-00380	23,500.00	01-4320	General Fund/Non-Instructional Materials/Su	11,500.00
B22-00381	1,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.00-

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ESCAPE ONLINE

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B22-00382	17,500.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B22-00432	3,000.00	01-5610	General Fund/Equipment Rental	1,000.00
B22-00445	148,892.00	13-4710	Cafeteria/Food	4,861.00-
B22-00454	108,642.57	13-4710	Cafeteria/Food	8,163.21
B22-00457	113,928.35	13-4710	Cafeteria/Food	33,300.00
B22-00468	2,410.00	01-4310	General Fund/Instructional Materials/Suppli	400.15
B22-00486	6,150.00	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00-
B22-00493	309,238.70	13-4710	Cafeteria/Food	44,459.00
B22-00501	481,829.00	13-4710	Cafeteria/Food	81,829.00
B22-00534	132,220.00	13-4710	Cafeteria/Food	27,500.00
B22-00570	2,400.00	01-4310	General Fund/Instructional Materials/Suppli	1,200.00
B22-00623	4,000.00	01-4331	General Fund/Transportation Repair Parts	1,500.00
B22-00670	3,200.00	01-5831	General Fund/Transportation-Parent Contract	2,466.79
B22-00680	34,000.00	01-5832	General Fund/Transportation-Field Trips	8,000.00
B22-00682	122,956.95	13-4710	Cafeteria/Food	27,274.75
B22-00696	553.22	01-5832	General Fund/Transportation-Field Trips	1,946.78-
B22-00700	2,500.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B22-00733	62,332.80	13-4710	Cafeteria/Food	20,332.80
B22-00784	137,939.64	13-4710	Cafeteria/Food	53,939.64
B22-00814	5,000.00	01-5832	General Fund/Transportation-Field Trips	2,500.00
CHB22-00025	21,067.60	01-4310	General Fund/Instructional Materials/Suppli	11,067.60
CHB22-00037	38,000.00	01-4310	General Fund/Instructional Materials/Suppli	23,000.00
CHB22-00038	8,800.00	11-4320	Adult Education/Non-Instructional Materials/Su	1,500.00
CHB22-00059	13,538.33	01-4310	General Fund/Instructional Materials/Suppli	3,538.33
CHB22-00068	23,186.16	01-4310	General Fund/Instructional Materials/Suppli	3,186.16
CHB22-00070	1,000.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
CHB22-00076	32,200.00	13-4320	Cafeteria/Non-Instructional Materials/Su	1,200.00
CHB22-00117	12,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB22-00146	31,500.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB22-00164	8,000.00	01-4310	General Fund/Instructional Materials/Suppli	.00
		01-4320	General Fund/Non-Instructional Materials/Su	.00
			Total PO CHB22-00164	.00
CHB22-00221	21,036.25	01-4310	General Fund/Instructional Materials/Suppli	1,436.25
CHB22-00254	7,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB22-00273	7,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB22-00280	20,000.00	01-4310	General Fund/Instructional Materials/Suppli	8,000.00
CHB22-00283	19,180.00	01-4310	General Fund/Instructional Materials/Suppli	14,180.00
CHB22-00284	5,800.00	01-4310	General Fund/Instructional Materials/Suppli	1,500.00
CHB22-00285	17,000.00	01-4310	General Fund/Instructional Materials/Suppli	4,000.00

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ESCAPE ONLINE

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CHB22-00293	7,000.00	01-5230	General Fund/Travel/Conference	2,000.00
CHB22-00295	14,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB22-00315	15,000.00	01-4310	General Fund/Instructional Materials/Suppli	4,000.00
CHB22-00332	11,113.78	01-4310	General Fund/Instructional Materials/Suppli	9,113.78
CHB22-00347	8,300.00	01-5230	General Fund/Travel/Conference	2,000.00
CHB22-00351	21,150.84	01-4310	General Fund/Instructional Materials/Suppli	5,150.84
CHB22-00368	32,000.00	01-4310	General Fund/Instructional Materials/Suppli	12,000.00
CS21-00315	26,416.41	01-5100	General Fund/Subagreements for Services abo	1,416.41
		01-5800	General Fund/Other Contractual Expenses	16,187.50-
			Total PO CS21-00315	14,771.09-
CS22-00015	2,000,000.00	01-5800	General Fund/Other Contractual Expenses	103,000.00
CS22-00019	79,000.00	01-5800	General Fund/Other Contractual Expenses	16,000.00
CS22-00079	426,834.33	01-5100	General Fund/Subagreements for Services abo	131,821.35
CS22-00080	268,867.25	01-5100	General Fund/Subagreements for Services abo	34,253.59
CS22-00081	723,171.26	01-5100	General Fund/Subagreements for Services abo	76,851.80
CS22-00082	181,020.31	01-5100	General Fund/Subagreements for Services abo	16,526.32
CS22-00084	279,726.66	01-5100	General Fund/Subagreements for Services abo	54,260.45
CS22-00085	131,856.87	01-5100	General Fund/Subagreements for Services abo	4,014.25
CS22-00096	172,960.42	01-5100	General Fund/Subagreements for Services abo	22,008.10
CS22-00097	581,925.33	01-5100	General Fund/Subagreements for Services abo	74,137.09
CS22-00110	6,769,163.83	01-5100	General Fund/Subagreements for Services abo	1,636,829.76
CS22-00178	35,000.00	01-5100	General Fund/Subagreements for Services abo	10,000.00
		01-5800	General Fund/Other Contractual Expenses	5,000.00
			Total PO CS22-00178	15,000.00
CS22-00201	93,925.00	01-5800	General Fund/Other Contractual Expenses	25,925.00
CS22-00346	33,489.00	21-6170	Building Fund/Land Improvement	17,829.00
CS22-00349	35,500.00	01-5800	General Fund/Other Contractual Expenses	3,000.00
P22-00897	261.99	12-4410	Child Development/Equipment \$500 - \$4,999	261.99
P22-00900	6,272.09	01-5800	General Fund/Other Contractual Expenses	499.04
P22-00930	261.99	12-4410	Child Development/Equipment \$500 - \$4,999	261.99
P22-01117	472.51	12-4310	Child Development/Instructional Materials/Suppli	120.78-
P22-01259	108.42	12-4310	Child Development/Instructional Materials/Suppli	184.93-
P22-01442	948.64	12-4310	Child Development/Instructional Materials/Suppli	12.60-
P22-01503	885.50	01-4320	General Fund/Non-Instructional Materials/Su	143.50-
P22-02320	10,479.59	12-4410	Child Development/Equipment \$500 - \$4,999	10,479.59
P22-02527	337.11	01-4320	General Fund/Non-Instructional Materials/Su	211.02-
P22-02760	401.52	12-4310	Child Development/Instructional Materials/Suppli	6.86-
P22-02779	3,727.89	01-4310	General Fund/Instructional Materials/Suppli	903.93-
P22-02985	5,622.38	01-4320	General Fund/Non-Instructional Materials/Su	4,135.62-

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ESCAPE ONLINE

Includes Purchase Orders dated 04/15/2022 - 05/14/2022 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-02988	13,125.37	01-4320	General Fund/Non-Instructional Materials/Su	5,302.55-
P22-03052	291.20	01-4310	General Fund/Instructional Materials/Suppli	5.99
			Total PO Changes	<u><u>2,690,011.15</u></u>

Information is further limited to: (Minimum Amount = (999,999.99))

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