



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, April 21, 2022

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2021/22-30

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 (One Potential Case)

b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case 2022010135)

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 Government Code 54956.8—Conference with Real Property Negotiators:
Property: 2718 G Street, Sacramento, CA

*Agency Negotiator: Superintendent or designee
Negotiating Parties: SCUSD and Mogavero/Bardis Homes
Under Negotiation: Price and Terms*

- 3.5 *Government Code 54957 – Public Employee Appointment*
 - a) *Father Keith B. Kenny Elementary School, Principal*
- 3.6 *Education Code 35146 – The Board will hear staff recommendations on the following student expulsion:*
 - a) *Expulsion #5, 2021-22*

6:00 p.m. **4.0 CALL BACK TO ORDER / PLEDGE OF ALLEGIANCE**

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student – Dana Castro Martinez, a 6th Grade student from Mark Twain Elementary School, to be introduced by Member Villa*

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

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

6:45 p.m. **7.0 PUBLIC COMMENT** **15 minutes**

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

7:00 p.m. **8.0 SPECIAL PRESENTATION**

- 8.1 *Resolution No. 3268: Recognition of Earth Day (Christina Pritchett)* **Action**
5 minute presentation
5 minute discussion
(Roll Call Vote)

7:10 p.m. **9.0 COMMUNICATIONS**

- 9.1 *Employee Organization Reports:* **Information**
15 minutes

- SCTA

10.0 PUBLIC HEARING

- 7:25 p.m. *10.1 Public Hearing: AB 1200 Disclosure and Approval of the MOU Between SCUSD and the Service Employees International Union (Rose Ramos)* **Action**
 10 minute presentation
 20 minute discussion
(Roll Call Vote)
- 7:55 p.m. *10.2 Public Hearing: AB 1200 Public Disclosure and Approval of the Following Agreements Between SCUSD and the Sacramento City Teachers Association (Rose Ramos):* **Action**
 10 minute presentation
 20 minute discussion
(Roll Call Vote)
- *2019-22 Successor Contract and COVID Reopening Schools*
 - *Substitute Pay and Extra Work 2021-22 School Year*
 - *Safely Reopening Schools to In-Person Instruction Services and Independent Study*
 - *Nurse Extra Hours 2021-22 School Year*
 - *Temporarily Assigning Training Specialists to Fill Vacant Teaching Positions in the District*
- 8:25 p.m. *10.3 Hearing to Receive Public Comment and Approval of the District’s Initial Proposals Regarding Certificated Unit United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2022-2025 (Cancy McArn)* **Action**
 5 minute presentation
 5 minute discussion
(Roll Call Vote)

- 8:35 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 March 1 - 31, 2022 (Rose Ramos)*

- 11.1d *Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of March 1 – 31, 2022 (Rose Ramos)*
- 11.1e *Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2022 through March 2022 (Cancy McArn)*
- 11.1f *Approve Minutes of the March 17, 2022, Board of Education Meeting (Jorge A. Aguilar)*
- 11.1g *Approve Staff Recommendations for Expulsion #5, 2021-22 (Lisa Allen and Stephan Brown)*
- 11.1h *Approve Five-Year Facility Use Agreement with Capitol Collegiate Academy (Jesse Ramos)*
- 11.1i *Approve Second Amendment Extending Term of Project Labor Agreement (Rose Ramos)*
- 11.1j *Approve Perkins V – Comprehensive Local Needs Assessment Members (Christina Espinosa)*

8:37 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 February 15, 2022, through March 14, 2022 (Rose Ramos)*
 - *Enrollment and Attendance Report, Month 6 Ending Friday, February 25, 2022 (Rose Ramos)*

8:45 p.m.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *May 5, 2022 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *May 19, 2022 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

8:50 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: April 21, 2022

Subject: Approve Resolution No. 3268: In Recognition of Earth Day, April 22, 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. 3268: Recognition of Earth Day, April 22, 2022.

Background/Rationale: April 22, 2022, has been designated as Earth Day. On this day events are held worldwide to demonstrate support for environmental protection. The Resolution recognizes the importance of environmental stewardship across our district, state and nation, and encourages students and staff to become leaders in making the Earth and their own community a healthier and more ecologically sustainable place.

Financial Considerations: None

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

Documents Attached:

1. Resolution No. 3268

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: April 21, 2022

Subject: Public Hearing: AB 1200 Public Disclosure and Approval of the MOU between SCUSD and the Service Employees International Union

- 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 MOUs between SCUSD and Service Employees International Union for the 2019-20, 2020-21, 2021-22 year.

Background/Rationale: The MOU for the Service Employees International Union was fully executed on April 3, 2022. It is non-precedent setting. Among other provisions, the MOU provides:

- For 2021-22, a 4% on schedule salary increase for SEIU employees, a \$3,000 one-time stipend, and a \$1,000 employee retention stipend
- For 2020-21, a \$3,000 stipend for SEIU employees
- A \$2,000 bus driver stipend
- For 2022-23, a \$2,000 bus driver recruitment and retention stipend for bus driver trainees
- For 2022-23, a \$2,000 bus driver referral stipend
- For 2022-23, a \$5,000 bus driver recruitment and signing bonus for fully licenses bus drivers
- Beginning on July 1, 2022, an increase in longevity pay to a \$1,030 annual stipend after completion of ten, sixteen, nineteen, twenty-two, and twenty-five years of service

Financial Considerations: One-time costs of \$20.3M and ongoing costs of \$3.47M in 2021-22, one-time costs of \$61K and ongoing costs of \$4.15M in 2022-23, and ongoing costs of \$4.18M in 2023-24.

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

Documents Attached:

1. MOU Between SCUSD and SEIU April 3 2022

<p>Estimated Time of Presentation: 10 Minutes Submitted by: Rose Ramos, Chief Business & Operations Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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Pursuant to current negotiations between Sacramento City Unified School District and SEIU Local 1021 for a successor contract, the parties have reached tentative agreement (TA) to the following articles. True copies attached herein, following:

Articles 3, 6, 7, 9, 17, 18, 20.

All other Articles of the Collective Bargaining Agreement (CBA) dated July 1, 2016 – June 30, 2019 with CBA extension dated July 1, 2019 – June 30, 2020, between the parties, are agreed to be continued as current contract language (CCL)/ rollover.

CLEAN COPY

Tentative Agreement Between Service Employees International Union and Sacramento City Unified School District

On Articles 3, 6, 7, 9, 17, 18, 20

ITEM #1:

The Parties agree to amend the parties' Memorandum of Understanding dated February 4, 2022, section 3, first paragraph to read as follows:

“The District shall provide a one-time stipend to all fully-vaccinated bargaining unit employees by February 28, 2022 who work Friday and Monday (or Tuesday following a holiday that falls on a Monday) beginning February 1, 2022 through June 30, 2022 **or who work every day assigned between April 26, 2022 and June 15, 2022** in the amount of \$1,214 and will receive the stipend by June 30, 2022.”

ITEM #2:

ARTICLE 3--UNION RIGHTS

3 Printing Agreement

3.1 The District and the Union agree to have this Agreement printed **within 90 calendar days of ratification.**

3.1.2 The cost of printing shall be borne equally by the Union and the District **Printing shall take place in house or by a Union shop. The cover of the Agreement shall be determined by Chapter leadership.**

3.1.3 The Union shall be responsible for providing copies of the Agreement to all present and new **non-probationary** employees in the bargaining unit.

3.2 Union Stewards

3.2.1 The Union will be permitted to maintain Union stewards for the following purposes:

3.2.1.1 To advise employees concerning the grievance procedure.

3.2.1.2 To advise employees and confer with District management concerning the application of this Agreement.

3.3 Steward Presence

3.3.1 The site Union steward may be present at all levels of the grievance procedure when requested by the aggrieved employee.

If the site Union steward is not available, or the Union steward is the aggrieved employee, **or at the discretion of the Chapter President or Vice President.** the chief steward may be requested by the aggrieved employee to be present. The time shall be mutually agreed upon by the site administrator affected.

In addition, the **Chapter leadership or** chief steward may be present at Level II or higher when requested by the aggrieved employee. The time shall be mutually agreed upon by the site administrator affected.

3.3.2 The site Union steward shall have the right during regular working hours to a reasonable amount of released time, mutually agreed to by the immediate supervisor to investigate complaints and grievances and to be present at all levels of the grievance procedure without loss of pay.

3.4 **Number of Stewards**

3.4.1 The Union shall select shop stewards for the following sites or departments as indicated below:

3.4.1.1 Each school in the District **shall have a minimum of 1 and up to 4 stewards at the discretion of Chapter leadership.**

3.4.1.2 **At each of the following** worksites **at least:**

Central Warehouse	1
District Office	5
Each Children's' Center	1
Each Preschool	1
Each Adult Education Center	1
Transportation	<u>5</u>
Buildings and Grounds	2
<u>Nutrition Services</u>	<u>5</u>
<u>Operations</u>	<u>4-5</u>
<u>Print Shop</u>	<u>1</u>
<u>Textbook Services</u>	<u>1</u>

3.4.2.3 **The parties may mutually agree to stewards at any** additional site or school during the life of this Agreement. **The Union shall have a minimum of one steward assigned to all sites where at least one (1) bargaining unit employee works.**

3.4.2.4 **There shall be one** (1) shop steward for each school or department which has a swing and/or graveyard shift. **Swing/graveyard shift stewards shall be in addition to all other stewards listed in this article and work swing or graveyard shifts.**

3.4.3 One (1) alternate steward shall be selected for each of the above-mentioned locations or shifts. **Stewards not located at a site may assist the shop steward or members as needed. In addition to the steward assigned to each site, an alternate may be assigned; however, members must first consult the stewards at their site or department.**

3.4.4 The Union shall select chief stewards as follows:

3.4.4.1 Aides-Paraprofessional Unit

Two (2) chief stewards day shift

3.4.4.2 Operations-Support Services Unit

One (1) chief steward for Transportation
One (1) chief steward for Operations
One (1) chief steward for Food Services
One (1) chief steward for Maintenance

Three (3) at-large chief stewards days shift

3.4.4.3 Office-Technical Unit

Two (2) chief stewards day shift.

3.4.4.4 Split Location Assignments:

In the event a Union steward is unavailable a Union steward may be designated as having a split location assignment that includes the site **where no union steward is available**. All reasonable attempts should be made to designate the site Union steward with the closest geographical proximity to the site at which there is a vacancy, absence or illness as having the split location assignment.

When a site Union steward has been designated as having a split location assignment he/she shall have the right to visit the alternate site at reasonable times for the purposes specified in section 3.2 and 3.3 upon securing permission of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.

3.4.5 Union Representatives Release Time Bank

The District shall provide a release time bank to the Union of two hundred and eighty (280) hours per fiscal year whose purpose shall be to provide Union representatives with paid release time. The Union agrees to make every good faith effort to keep their release requests at or under the two hundred and eighty (280) hour cap. Requests for use of the release time bank must be submitted in writing to the appropriate Human Resources administrator, or designee, for approval at least forty-eight (48) hours prior to its use. Release time may be taken in increments of one (1) hour or more. The District shall periodically provide an accounting of the release time hours remaining in the bank. **The District may approve at least one (1) hour each month of release time for steward training consistent with this section.**

The term "representative" as used herein shall mean a unit member designated in writing by the Union to represent unit members on matters which bear a direct relationship to the effective and efficient representation of unit employees and which is otherwise necessary to the collective bargaining process.

3.5 **Union Staff Access**

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

3.5.1.1 The Union staff representative shall give the principal or department head or designee twenty-four (24) hours advance notice of his/her intended visit.

3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.

3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.

3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.

3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.

3.5.1.6 The **District shall provide the** Union **with** bulletin boards at each school, **department, child center** and administrative site. **Each of these bulletin boards shall be used exclusively by SEIU Local 1021 and be easily accessible to members of the unit.**

3.5.1.7 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.

3.5.1.8 The District agrees to assign a mailbox for the shop steward at each worksite.

3.5.1.9 New Employee Orientation Meetings

- a. "Newly hired employee" or "new hire" means any classified employee, hired by the District into a **the SEIU** bargaining unit. It also includes all employees who are or have been previously employed by the District, **regardless of whether previously represented by SEIU or another unit**, and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the SEIU unit.

- b. The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first **fifteen (15)** ~~ten (10)~~ calendar days from date of hire without loss in compensation.
- c. Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union without loss in compensation.
- d. If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.1.4.
- e. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- f. The new employee orientation session shall be held at the District Office or virtually. The Union shall elect the forum, in person or virtual. The Union shall have at least thirty (30) minutes during the orientation (virtually or in person) to provide its new employee orientation. The District shall comply with the requirements of AB 119. In any forum, virtual or in person, the new employee orientation shall be offered within the first fifteen (15) days of employment.
- g. The District shall notify each newly hired employee at the time of on-boarding of the date and time of the Union orientation. The District shall also provide the Union with the names of the noticed new employees for each scheduled Union orientation prior to the orientation. The schedule for these orientations shall be established on a yearly basis and sent to the Union and made available on the District's website.

3.5.1.10 Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

3.5.1.11 Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

3.5.1.12 Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

3.5.1.13 Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

3.5.1.14 Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forth-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employee(s). Additionally, the District shall provide this information to the Union for all bargaining unit employee(s) at least every ~~120~~ **thirty (30)** days or when requested.

3.6 **Released Time for Employees**

3.6.1 The Union shall be allowed released time for up to sixteen (16) classified employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties. **Released time for negotiating sessions shall include Union caucuses in preparation for joint sessions.** When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay. **Requests for leave shall be submitted to Human Resources no less than forty-eight (48) hours prior to the time of the requested release, whenever possible.**

3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent's designee for employee relations to the affected school or office **dependent upon staff availability for continuing daily operations.** Members and alternates, if any, shall be named by the Union and reported to the superintendent's designee for employee relations prior to the granting of authorized release time for such alternates.

3.6.2 Union Convention Leave

The District agrees to release one (1) employee from each bargaining unit with loss of pay to attend an annual Union convention.

3.6.3 Union Business Leave

Upon request of the Union, the District shall grant reasonable business leaves of absence without loss of compensation or other benefits to not more than **three (3)** Union officers or designees at one time, unless the parties mutually agree to additional union representatives. Leave may be granted on a full-time, part-time, periodic, or intermittent basis. **One (1) FTE release time shall be assigned to the Chapter President or their designee to conduct Union activities. The release time for the one (1) FTE release shall be submitted at least thirty calendar day before the release time begins.** The Union shall fully reimburse the District for all costs of salary and benefits paid by the District to the employees during such release time consistent with Government Code 3558.8.

3.7 **Union Requests for Information**

3.7.1 The names of new employees within each bargaining unit shall be provided to the Union on a monthly basis. Costs for providing such lists will be reimbursed to the District by the Union.

3.7.2 The District shall make available, upon written request by the Union, any information necessary and relevant to the Exclusive Representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

3.8 **Non-Discrimination**

3.8.1 No employee, supervisor or member of management shall unlawfully be discriminated against by the District or the Union because of his/her efforts in carrying out this Agreement or because of race, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, Union activity or the lack thereof.

3.8.2 Neither the Union nor any other agent, representative or member shall intimidate or coerce any employee, supervisor or member of management.

3.8.3 The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.

3.8.4 No classified employee shall be subject to harassment, as defined below, or sexual harassment, as defined in District policy.

3.8.4.1 For purposes of Section 3.8.4, "harassment" means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a District employee in the work setting, which serves no legitimate purpose and has the purpose or the effect of unreasonably interfering with work performance, under one of the following conditions:

- (a) Submission to the conduct is explicitly or implicitly made a term or condition of a member's employment.
- (b) Submission to, or rejection of, the conduct by the member is used as the basis of employment decisions affecting the member.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 The parties have agreed to establish a problem solving/liasion committee comprised of SEIU members and District personnel. The charge of the committee shall be to develop a process for resolving the concerns and problems of the current contract administration and implementation. The committee shall not supplant the negotiation process.

3.9.1 The committee will meet at a time and date mutually agreed to by the parties at a location convenient to everyone. The parties are encouraged to exchange proposed agendas at least one week before the meeting. The committee members shall be:

- 1. The Director of Employee Relations-Labor Relations
- 2. Two (2) members designated by the Superintendent or designee
- 3. Four (4) bargaining unit members
- 4. One (1) nonvoting Union representative

3.9.2 Union members will be allowed reasonable release time to attend problem solving/liasion committee meetings.

ITEM #3:

6 **Salaries**

6.1 **The District shall grant the highest across-the-board salary schedule increase for SEIU for the 2021-2022 school year provided to any other bargaining unit for the 2021-2022 school year, retroactive to July 2021. For the 2022-2023 school year, there shall be a wage re-opener, plus one non-economic item per party.**

\$3,000 One-time Stipend for 2020-2021 School Year: In addition, every current employee on paid status, represented by SEIU employed in the District as of the date of the final approval and ratification of this agreement by both parties will receive a one-time stipend for the 2021-2022 school year.

\$3,000 One-time Stipend for 2021-2022 School Year: In addition, every current employee on paid status, represented by SEIU employed in the District as of the date of the final approval and ratification of this agreement by both parties will receive a one-time stipend for the 2021-2022 school year.

\$1,000 Retention Stipend for Current Employees for 2021-2022 School Year:
All current employees on paid status, in the SEIU bargaining unit for the 2021-2022 school year.

The above stipends in the amount of \$7,000 shall be distributed by July 1, 2022.

\$2,000 Bus Driver Stipend

Due to the critical role of school bus drivers transporting children safely to Sacramento City Unified Schools daily, and the extraordinary schedules that they endure, current Bus Drivers will be paid a stipend of \$2,000 no later than ninety (90) days from ratification of this Agreement.

\$2,000 Recruitment and Signing Bonus for 2022-2023: Bus Driver Training

Any new Bus Driver position who has completed the Sacramento City Unified School District training program and is in the SEIU bargaining unit for the 2022-2023 school year and on or before October 31, 2022, will be eligible for a \$2,000 signing bonus. In order to receive the signing bonus, the employee must provide service to the District for the entire 2022-2023 school year and the signing bonus will be paid on June 30, 2023.

\$2,000 Recruitment and Signing Bonus: Bus Driver Referral

Any current employee who refers a new Bus Driver who provides service to the District for the 2022-2023 school year will receive a \$2,000 signing bonus that will be paid on June 30, 2023.

\$5000 Recruitment and Signing Bonus: Fully Licensed

Any new fully licensed employee hired into the Bus Driver position in the SEIU bargaining unit for the 2022-2023 school year and on or before October 31, 2022, will be eligible for a \$5,000 signing bonus. In order to receive the signing bonus, the employee must provide service to the District for the entire 2022-2023 school year and the signing bonus will be paid on June 30, 2023.

All stipends and payments referenced above will be subject to all applicable State and Federal statutory taxes, unemployment insurance, worker's compensation and STRS or PERS.

Special Salary Adjustment committee, the district will meet with the Union within ninety (90) days of ratification by both parties to discuss the ability to retain and recruit Bus Drivers.

Class and Compensation Study

The District commits to conducting a comprehensive classification and compensation study for all classifications in the SEIU Unit, working jointly with SEIU in the following manner:

- **Within thirty (30) days of Board adoption of this Agreement, a joint work group shall be established.**
- **The joint work group shall consist of members from SEIU, administrators, and Human Resources staff.**
- **The majority of the joint work group shall be SEIU appointees.**
- **The District shall contract with EMS or CPS HR Consulting to perform a class and compensation study to be completed and released to the Union no later than six (6) months prior to the expiration of the contract.**

The joint work group shall work out the specific implementation terms of the class/ comp study, including but not limited to:

- **Identify and mutually agree to the jurisdictions of comparable size to be studied;**
- **Identifying comparable positions for purposes of conducting a salary survey;**
- **Identifying benchmark positions;**

6.1.1 Retroactive pay checks for permanent and probationary employees shall be issued no later than 90 days of the full ratification of a salary increase.

6.1.2 Step increases will continue during the term of this agreement.

6.2 Salary Schedule Exhibits

6.2.1 The District shall maintain **fifty** percent **(50%)** of drivers at 8 hours

6.3 Longevity Pay

Employees shall receive longevity pay based on the following years of continuous service:

Effective **July 1, 2022**, a **\$1030** annual stipend after completion of ten (10), sixteen (16), nineteen (19), twenty-two (22), and twenty-five (25) years of credited services.

6.4 Compensation for Holidays Worked

6.4.1 If a regular eligible employee is required by a supervisor to work on a holiday, the employee will be paid for the holiday in accordance with 2.1 above. In addition, such employee shall be paid at the rate of time and one-half (1-1/2) for each hour **they** works on the holiday. An employee who is paid overtime for working on a holiday will not receive an additional day off.

6.4.2 When an employee is required to work both a holiday and an in-lieu of day, the employee will be paid at the holiday rate for both days.

6.4.3 When employees are required to work on any of the holidays listed in this Article, above, or on Saturdays and Sundays, which are their regular days off, they shall be paid a minimum of four (4) hours overtime at a rate of time and one-half (1-1/2).

6.5 **Shift Differential**

6.5.1 Second shift shall be any shift in which the employees regularly assigned hours end between 9:00 p.m. and 2:00 a.m. Employees who are assigned to the second shift shall receive a pay differential of five percent (5%) of their regular rate.

6.5.2 Third shift shall be any shift in which the employees regularly assigned hours end between 2:01 a.m. and 8:00 a.m. Employees who are assigned to the third shift shall receive a pay differential of eight and one-half percent (8.5%) of their regular rate.

6.5.3 An employee receiving shift differential compensation shall not lose such compensation if **they are** temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.6 **Working Out-of-Class Pay**

6.6.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the classification unless the duties reasonably relate to those fixed for the classification by the Board of Education, provided in this section and section 6.7.

6.6.2 An employee may be required to perform duties not fixed nor reasonably related to those fixed for **their** classification as provided in this section and section 6.7.

6.6.3 When an employee is temporarily required to perform duties which are not fixed nor reasonably related to those fixed for **their** classification for more than three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class as follows:

- a. If the duties are exclusive duties of any existing higher classification or those duties listed under "distinguishing characteristics" of a job description, the employee's pay shall be adjusted upward to that step in the pay range established for the higher classification which shall provides at least a five percent (5%) increase, **whichever is highest;**

- b. When an employee performs duties outside of their classification and the duties do not exist in any other classification, then the employee's pay shall be increased by five percent (5%).

6.6.4 The District shall make every effort to make any opportunity to work out of class available to all unit members within a classification based on seniority including in current positions requiring certification or licensing at a worksite.

6.7 Classification Review Procedure

6.7.1 When an employee believes that **they are** being assigned or assumes duties on a regular, rather than temporary basis which are not fixed nor reasonably related to the duties of **their** classification, **they** shall notify **their** supervisor, in writing, that **they are** being required to perform such duties. **Within fifteen (15) working days of** proper notification, the supervisor shall consult with the employee in order to reach a mutually agreeable understanding and resolution of the employee's concerns.—A resolution may include, 1) a discontinuance of certain duties, 2) working out-of-class pay, 3) a request through administrative channels by the supervisor to reclassify the position, and/or 4) an agreement that the specified duties are not out-of-class. The supervisor shall provide the employee with a written decision within ten (10) working days after the consultation.

If the employee is not satisfied with the decision of **his/her the** supervisor, **he/she they** may initiate the formal classification review procedure, as outlined below. A Request for Classification Review must be submitted within the school year the employee received the written decision under this section. A Request for Classification Review may only be used to seek reclassification to an existing classification within the District at the time of the Request.

6.7.1.1 A Request for Classification Review may only be used to seek re-classification to an existing classification within the District at the time of the request.

6.7.1.2 If an employee seeks reclassification into a non-existing classification, that request shall be made in writing and forwarded by the Union to the Associate Superintendent of Human Resource Services.

If it is determined that a new classification is warranted, the requirements of Article 1.7 shall be followed.

6.7.2 Classification Review Procedure -- Formal

Employees who have received a written decision under section 6.7.1 may petition for a review of an employee's classification through submission of a "Request for Classification Review" form to the Human Resources Office. Requests for Classification Review may be submitted at any time during the school year, however, they will only be processed on a first come basis from September 15 through March 15 each school year.

The "Request for Classification Review" form shall be designed and agreed upon by the District and the Union. Any changes in the Request for Classification Review form shall be mutually agreed upon between the District and the Union.

6.7.2.1 Classification Review Board

Properly completed and timely filed "Request for Classification Review" forms will be screened by the Classification Review Board. The Classification Review Board must consider individual "Request for Classification Review" forms on their own merits; however, nothing shall preclude the District from directing the Classification Review Board to review an entire classification(s) or from grouping similar requests into one review process. The Classification Review Board shall meet and review the employee's request no later than thirty (30) working days after receipt of the Request for Classification Review form by the Classified Personnel Services Office. The Classification Review Board hearing(s) shall be held during normal working hours.

a. Classification Review Board Composition

The classification Review Board shall be comprised of five (5) members as follows:

- (1) The Associate Superintendent, Human Resources, or designee, who shall serve as chairperson, and who shall vote if there is a tie.
- (2) Two (2) classified non-management employees appointed by the Union. Whenever possible, these should be from the employee's classification and the classification to which the employee is requesting reclassification.
- (3) One management employees appointed by the Associate Superintendent, Human Resources, or designee, which should, whenever possible, be a supervisor or management employee who supervises employee(s) in the employee's classification; and
- (4) One supervisor or management employee who supervises employee(s) in a classification comparable to that which the employee is requesting reclassification.

b. Purpose

The purpose of the Classification Review Board shall be to evaluate requests to determine if there exists sufficient justification to warrant a full study of the position. Decisions shall be made by majority vote. In evaluating requests for review, the Classification Review Board shall be guided in making its decision by the following considerations:

- (1) The actual level and nature of the duties and responsibilities the employee is regularly required to perform which are not

fixed and prescribed for the classification nor reasonably related to those duties of the classification.

- (2) How the employee came to be assigned duties and responsibilities not covered by his or her present classification specifications (e.g., an expansion in the functions of the school or office, or possession by the employee of special skills or abilities).
- (3) When the position was last studied.
- (4) A comparison of the employee's actual duties with the duties shown on the employee's classification specification.
- (5) Information given by the employee (e.g., the Request for Classification Review) and/or the employee's supervisor to the Board upon request of the Board.
- (6) The duties and responsibilities of the classification into which the employee believes **they** should be classified.

c. Classification Review Board Decisions

Decisions of the Classification Review Board to accept or deny the request for full study shall be final and not subject to Article 18. The final decision of the Board shall be forwarded in writing to the employee within five (5) working days of the Classification Review Board's final hearing on the matter.

6.7.2.2 Classification Review - Full Study Procedure

Requests that are accepted by the Classification Review Board for a full classification review study shall be forwarded by the chairperson of the Classification Review Board to the Director, Human Resources, or designee, who shall arrange for a full study classification review. The full study shall be completed within thirty (30) working days.

A full classification review study shall include:

- a. Interviews with the employee, the employee's immediate supervisor, and persons serving in similar positions;
- b. A review of the employee's Request for Classification Review form;
- c. A classification study desk audit;
- d. A review of the employee's class specification and the class specification of the position for which the employee is seeking reclassification; and
- e. A review of all other related and relevant class specifications and/or information as determined by the Director of Human Resources.

6.7.2.3 The completed classification review study shall be forwarded to the chairperson of the Classification Review Board. The completed classification

review study may recommend: (1) that the employee(s) be reclassified into an existing position; or (2) that no reclassification is justified (i.e., that the employee is not performing duties of an existing classification). The Classification Review Board shall, after reviewing the completed classification study, render a decision within fifteen (15) working days of receipt of the completed study. The Board's decision shall be by a majority vote and shall be either to

- (1) Recommend the reclassification to an existing position; or
- (2) Deny the reclassification.
- (3) If the reclassification is denied, because the board determined the out of class duties do not fit into an existing classification, then the union may submit a written request for placement into a non-existing job classification to the Associate Superintendent of Human Resources in accordance with 6.7.1.2

6.7.2.4 Recommendations of the Classification Review Board to approve reclassification shall be forwarded to the Board of Education for final review. If approved by the Board of Education the reclassification shall become effective upon the date the employee submitted the Request for Classification Review form to the Human Resources Office.

6.7.2.5 If the decision of the Classification Review Board is to deny the reclassification, the decision is subject to the Article 18.

6.7.3 Employee Representation

An employee may elect to be represented at any point during the classification review process by a representative of their choice.

6.7.4 Nothing in this section shall preclude the District from upwardly reclassifying employees administratively. The Union shall be notified in writing of all reclassifications.

6.8 **Legal Proceedings in Regard to District Business**

Employees who are actively at work and who are required to appear in court or a legal proceeding as a direct result of the performance of their duties, or as a result of witnessing an event while performing their normal work duties, which later requires presence before a court of law shall be provided released time without loss in pay or additional compensation at the appropriate rate with a minimum of four (4) hours if the appearance is outside the employee's regular workday.

6.9 **Call Back Pay**

6.9.1 An employee who is required to return to duty after leaving such duty station at the end of the employee's day shall be afforded the opportunity to work

for a minimum of two (2) hours if work is available, or alternately, will be guaranteed compensation for two (2) hours at the appropriate rate of pay.

6.9.2 If the employee is required to return to work on a Saturday, Sunday or holiday, the employee will be afforded the opportunity to work for a minimum of four (4) hours if work is available, or alternately, will be guaranteed compensation for four (4) hours at the employee's appropriate pay rate.

6.9.3 **Salary Schedule Placement for Summer Assignment**

All nine (9), ten (10), and eleven (11)-month permanent employees who work temporarily or, on a per diem payroll during the summer or intercession in another job class than the one that they are permanently assigned to, after six (6) years in a classification shall be placed on the second step in salary. The following three (3) years to be placed on the third step in salary, with no further step movement.

6.10 **Compensation for Overtime**

An employee who works authorized overtime shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay. Shift and longevity differentials and in-service growth salary regularly received by the employee shall be included in determining his/her regular rate of pay.

6.10.1 **Time Off in Lieu of Overtime**

Employees offered overtime work will be compensated overtime pay or compensatory time. The option of compensating an employee with time off in lieu of overtime payment shall be mutually discussed between the employee and supervisor. If no agreement is reached, the District shall compensate the employee at the appropriate rate of pay. Employees receiving compensatory time off shall receive such compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked.

6.10.2 Employees receiving compensatory time off shall receive such compensatory time at the rate of one-half (1-1/2) hours of compensatory time for each hour worked. If compensatory time off is taken in lieu of cash compensation, the accumulated compensatory time off shall be used within twelve (12) calendar months. If there is a balance of compensatory time after twelve (12) months have passed, the remaining compensatory time will be paid to the employee.

6.10.3 Upon transfer of an employee, any compensatory time will be transferred with the employee.

6.10.4 It is understood that compensatory time off provisions of this Agreement shall incorporate all provisions of law and appropriate regulations.

6.10.5 In the event that a unit member is terminated for any reason including voluntary or involuntary termination, retirement, or death, the unit member shall be paid for accumulated compensatory time at either the average

regular rate received by the unit member during the last three (3) years of employment, or the final rate of pay whichever is higher.

6.11 Career Lattice for Instructional Aides

Procedures and regulations governing placement and movement on the career lattice are:

6.11.1 Eligible Employees

All regular classified employees serving in a classification listed below are eligible to move on the career lattice. Employees serving in substitute and/or temporary positions are not eligible to move on the career lattice and shall only be hired at the instructional aide level.

6.11.2 Classification and Training Requirements for Classes Included on the Career Lattice

The career lattice for aides includes the following classifications:

Job Title	Training Requirements	Experience Requirements
Instructional Aide	NCLB Requirement	One Year
Instructional Assistant I	+ 30 College Units NCLB Requirement	One Year
Instructional Assistant II	60 College Units NCLB Requirement	Served 75% of the school year as Instr Asst I
Teacher Associate	90 College Units NCLB Requirement	Served 75% of the school year as Instr Asst II

The parties agree to add Teacher Assistant Bilingual I and II to the Teacher Candidate Program.

For an employee to be eligible for the "teacher candidate" classification, the employee must meet the following conditions:

- a. The employee must have served as teacher associate or teacher assistant bilingual II for the preceding two (2) years at least 75% of the days schools were in session, grades K-12.
- b. The employee must have completed a minimum of 120 acceptable college units as defined in Section 11.5.1 of this Article.

- c. The employee must show proof of current enrollment in subjects leading to a bachelor's degree and/or teaching credential, in an institution which awards a bachelor's degree and teaching credential.
- d. An employee may hold the position of "teacher candidate" for not more than six (6) school semesters or three (3) consecutive years. An employee with the title "teacher candidate" shall revert to the position of teacher associate at the end of said six (6) school semesters or three (3) years if not assigned to another classified or certificated position before that time limitation expires.
- e. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District an amount calculated to be the difference between the teacher associate, teacher assistant Bilingual II, and teacher candidate salaries.
- f. An employee may be designated as "teacher candidate" for only one three-year period term during their employment within the District.
- g. "Teacher candidate" shall be placed on Range 44, of the salary schedule for classified non-management personnel.
- h. The District agrees to pay the health benefit premiums for a period of up to two (2) semesters for "teacher candidates" who are participating in an approved student teaching program. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District the exact amount contributed by the District toward his/her health benefit premiums.

6.11.3 Placement on the Career Lattice

6.11.3.1 At the time of initial appointment to a regular aide position on the career lattice, the Classified Personnel Services Department will evaluate an employee's educational training to determine proper class placement with the limitation that no employee may be placed higher than the instructional assistant I level. Employees who meet the 10th grade training requirement, pass High School Proficiency Test and who have completed less than thirty (30) approved college units shall be placed in the instructional aide classification. Employees who have completed thirty (30) or more approved college units before the first day of required service shall be placed in the instructional assistant I classification.

6.11.3.2 When an employee is reassigned to a class on the career lattice, and the employee has been serving in a classification not on the career lattice which includes classroom duties and responsibilities (i.e., school community worker, teacher assistant-bilingual), the time served in the prior

classification shall be considered for purposes of meeting experience requirements for the instructional assistant II or teacher associate levels. All time served in a Board-elected position shall be considered for this purpose.

6.11.4 Promotional Advancement on the Career Lattice

6.11.4.1 Twice annually, on September 1 and April 1, the Human Resources Department will review employees' training and experience to determine eligibility for movement on the career lattice. The deadline for filing units and meeting experience requirements shall be October 1 for the changes which will be made retroactive to September 1 and the deadline for filing units and meeting experience requirements shall be March 1 for the changes in April. Employees who meet training and experience requirements shall be reassigned to the next higher step on the career lattice effective September 1 for the September changes and April 1 for the April changes.

6.11.5 Types of Units Accepted

Acceptable units for placement and movement on the career lattice must meet the following requirements:

6.11.5.1 The units must be earned at or accepted by either a two-or four-year fully accredited college or university. Units which are earned prior to an employee's date of hire and which are otherwise acceptable for this career lattice, shall be counted for placement on the career lattice.

6.11.5.2 The units are for courses which will improve the employee's performance in his or her present position or a position in the same or related classification sequence, and/or will be used to qualify the employee as a "teacher candidate" defined in Section 6.11.2 above.

6.11.5.3 The units must not have been applied towards the District's professional improvement program for classified employees.

6.11.6 Prior Approval

Prior approval may be requested before undertaking any course(s) or overall program of study if acceptability for movement on the career lattice is doubtful. Prior approval forms may be requested through the Classified Personnel Services Department.

6.11.7 Filing of Units

Transcripts or official grade cards containing evidence of units earned should be filed no later than October 1 for changes retroactive to September and March 1 for changes in April, but in no case can units be considered which are not received by the Classified Personnel Services Department by October 1 for changes which will be made retroactive to September 1 and

March 1 for changes in April. Records filed will not be returned to the employee. At the time of initial placement on the career lattice, employees have a maximum of sixty (60) days from their first day of required service in which to file units.

6.11.8 Salary Step Placement

An employee, upon initial appointment, shall be placed on the first step of the salary range of the classification to which they are appointed. Employees upon initial appointment may provide information to support placement above the first step. When an employee is reassigned to a classification on the career lattice or when an employee is promoted on the career lattice, his/her salary step placement shall be determined using one of the following rules:

- 6.11.8.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.
- 6.11.8.2 If the previous salary, including increment adjustment, is below the first step in the new range, the employee shall be placed on the step which most closely approximates a five percent (5%) salary increase.
- 6.11.8.3 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed one (1) step higher.
- 6.11.8.4 If the previous salary, including increment adjustment, is in between steps on the new range, he/she shall be placed two (2) steps higher.

6.12 **Repayment of Money Owed to the District**

If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 6.12.1 through 6.12.5 of this article following.

- 6.12.1 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Section 6.12.2 and 6.12.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in such an amount that the overpayment is repaid in full over one and one-half times the length of the overpayment. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for fifteen (15) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to

repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.

- 6.12.2 If the employee disputes the debt, information regarding the dispute shall be submitted, within ten working days of the notification of the debt owed, to the deputy superintendent, Business Services, for consideration.
- 6.12.3 If the employee disputes the decision of the deputy superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the deputy superintendent's decision to a three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular paycheck shall begin in amounts set forth in Section 6.12.1.
- 6.12.4 The District shall be limited by applicable California statutes as to the time period for recovery of debts owed by employees.
- 6.12.5 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods of resolution of a dispute regarding the debt.
- 6.13 The District shall compensate employees in accordance with provisions of this Agreement and applicable statutes.
- 6.14 The District agrees to reimburse school bus drivers for the cost of renewing school bus certificates effective January 1, 1983.
- 6.15 **Lost Checks**
- 6.15.1 Employees' paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within eight (8) working days of notification by the employee to the District's Payroll Services Department. The replacement check shall reflect the amount of the undelivered check.
- 6.16 Whenever it is determined that an error has been made in a payroll calculation or reporting in any classified employee payroll, or in the payment of any classified employees salary, the Payroll Supervisor shall, within three (3) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

ITEM #4:

ARTICLE 7--FRINGE BENEFITS

7 Medical Coverage

7.1 The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of the requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost. The Board shall provide all eligible employees with a choice of health plans, one of which must be the Kaiser Plan.

7.1.1 The District will purchase for each employee and **their** eligible **spouse**/dependents (family), at no cost to the employee, coverage under one of the **following programs: Western Health Advantage, Sutter Health Plus, or Kaiser. If there are current employees and retirees enrolled in AETNA, the District shall maintain coverage through AETNA. Any current or new employees may not enroll in AETNA. The District shall finance these** programs the Kaiser Active rate.

7.1.1.1 For Active Employees
(outdated language)

7.1.1.2 For Retired Employees

For eligible retirees, The District shall provide to the retiree an amount equal to the Kaiser Active single benefit level.

7.1.1.3 (outdated language)

7.1.1.4 Beginning in 2018-2019 school year, six (6) hour (or greater) bargaining unit members will contribute one third of one percent (1/3%) of base salary toward OPEB (retirement benefits).

7.1.2 Open Enrollment /"Switching"

7.1.2.1 There shall be either an annual "open enrollment" or "switching" period during which time an active or retired employee may change or amend **their** carrier and/or dependency status.

7.1.2.2 In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or canceled by the

providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

7.2 **Dental Care**

7.2.1 The District agrees to offer all eligible employees and eligible dependents a fully paid dental plan that is equal to the highest plan offered in the District. For the 2022 year, the plan names are Delta Dental and Premier Dental.

7.2.2 The District agrees to pay the cost of premiums for dental coverage according to the following schedule:

Eligible employees 100%
Eligible dependents **100%**

These changes will take in effect during open enrollment and effective January 1, 2023

7.3 **Life Insurance**

7.3.1 The District agrees to maintain the current life insurance program.

7.4 **Vision Care**

7.4.1 The District agrees to offer vision care service, **with a deductible of \$10 (ten)** for eligible employees and eligible dependents.

7.4.2 The District agrees to pay the cost of premiums for vision coverage for eligible employees, **spouses, domestic partners,** and dependents at 100% of the composite rate that is equal to the highest plan offered in the District. The current vision care provider is VSP.

These changes will take in effect during open enrollment and effective January 1, 2023.

7.5 **Employee Assistance Program**

The District shall contract with a third party vendor to provide a comprehensive employee assistance program. The cost of such program shall be borne by the District. The District shall retain the sole discretion to change or cancel the employee assistance program/plan; provided, however, that the District shall give the Union at least **ninety (90)** days notice before said change or cancellation.

The Employee Assistance Program shall be made available to all employees.

7.6 Flexible Reimbursement Account

7.6.1 The Board shall establish a flexible reimbursement account under Section 125 of the Internal Revenue Code for each eligible employee requesting such an account. The flexible reimbursement account will be operated and administered to be in compliance with all city, state, and federal laws and regulations.

7.6.2 Each eligible employee shall be allowed to make an annual election to have their monthly compensation reduced by a specified amount for a deposit to their flexible reimbursement account.

7.6.2.1 Dependent Care: Up to **the rate** as allowed under Section 129 of the Internal Revenue Code.

7.6.2.2 Health Care: Up to \$4,000 **(four thousand)** per year allowed for use in covering the un-reimbursed deductibles, co-pays, and coinsurance amounts under a group medical, dental, or vision benefits plan.

Each eligible employee requesting a flexible reimbursement account will have their account charged with a monthly administrative fee.

7.7 Eligibility for Benefits

7.7.1 Employees Who Work Four (4) Hours or More

~~Employees are eligible as defined by.~~ Currently, bargaining unit employees who work four (4) hours or more per day and whose employment commitment is for six (6) months or longer for the District will be entitled to full insurance coverage. Hours spent on in-unit work and on out-of-unit work will be counted in determining eligibility for this benefit.

7.7.2 Employees who work more than three (3) but less than four (4) hours

Bargaining unit employees who work at least three (3) hours per day but less than four (4) for the District are not eligible for **current District benefits** but may purchase benefits through the District.

7.7.3 Short-term temporary and short-term substitute employees and students temporarily employed and other employees whose regular assignment is less than fifteen (15) hours per week shall not be eligible for insurance benefits.

7.8 **Benefits While on Leave**

- 7.8.1 Employees who are absent because of illness or injury, and who have exhausted sick leave benefits, shall continue to be covered by fully paid insurance coverage through the end of the following month of the school year in which sick leave is exhausted. For example, if sick leave exhausts on March 15, benefits would be covered through April 30.
- 7.8.2 Except as provided in Section 7.7.1 above, employees who are absent because of illness or injury and who have exhausted all accumulated paid leaves shall be permitted to receive full insurance coverage by remitting to **the current negotiated health care provider** the entire premium payments during the period of time such employee is on leave.
- 7.8.3 Employees on Board-approved unpaid leave may continue to receive full coverage of insurance benefits if they remit the entire premium payment to **the current negotiated health care provider**.
- 7.8.4 When an employee with at least five (5) years PERS credit has been diagnosed by a physician as having a terminal illness, the District shall continue to pay health benefits for the employee until the employee's demise.
- 7.8.5 The District shall continue to pay health insurance premiums for the surviving dependents of an employee with at least five (5) years PERS credit who dies while in service. The premiums will be paid for the balance of the school year in which the death occurs and the first six (6) months of the following school year.

7.9 **Retirees' Benefits**

The District agrees to pay the medical insurance premiums (up to ~~CalPERS~~ Kaiser single or otherwise required under the contract) for employees who retired on or after the respective bargaining units were certified by

- Unit A: Aides-Paraprofessional Unit--May 3, 1978
- Unit B: Operations-Support Services--November 18, 1977
- Unit C: Office-Technical Unit--November 18, 1977

- 7.9.1 Employees with more than nine (9) years of consecutive District service as of May 21, 1996, are entitled to the retiree benefits under this section 7.9 provided such employee has reached fifty (50) years of age and had at least ten (10) consecutive years of service with the District immediately prior to retirement.
- 7.9.2 Employees with less than nine (9) years of consecutive District service as of May 21, 1996, shall be entitled to the retiree benefits of this section 7.9 provided such employee has reached fifty-five (55) years of age and had at

least ten (10) consecutive years of service with the District immediately prior to retirement. Employees covered by this section 7.9.2 must elect a Medicare Risk Program when they have reached sixty-five (65) years of age. The District will pay up to single Kaiser rate.

7.9.3 Employees hired on or after May 21, 1996, shall be entitled to 100% of the retiree benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least twenty (20) consecutive years of service with the District immediately prior to retirement.

7.9.4 Employees hired on or after May 21, 1996, shall be entitled to 50% of the benefits of this section 7.9 provided such employee has reached sixty (60) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. The benefit of this section 7.9.4 is contingent upon the retiree paying the remaining balance of the premium when due.

7.9.5 Employees covered by section 7.9.3 and 7.9.4 must elect a Medicare **Risk Advantage** Program when they have reached sixty-five (65) years of age.

7.9.6 Board approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuous service, prior service of employee who resigns and is re-employed within one year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium to the District.

7.9.7 Retirees who elect to take the benefit provided in this Section 7.9, will have the option of paying the premium for dental, life and vision care or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for **spouse/dependents** (family) of the health and accident plan and/or the dental, and life, plans or the vision care plan.

7.9.8 It will be the retiree's responsibility to make application for enrollment for the benefits described in this Section 7.9. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in this Section 7.9.

7.9.9 Eligible employees who retire with five (5) or more and less than ten (10) years of PERS credited service immediately prior to retirement may keep any insurance benefit available to employees at the time of retirement by paying the entire premium. (Note: Dental and life insurance are optional, but for both dental and life or neither.)

7.10 **Health and Welfare Benefits Committee**

7.10.1 The District and classified employee bargaining unit representatives shall appoint a joint committee whose tasks shall be to:

1. examine the status, benefits and cost of ongoing medical, dental, life insurance and worker's compensation programs;
2. explore any needed changes or alternative benefits appropriate to the District and/or employee groups, which may include, but not be limited to, District-sponsored vision care plans, annuity plans, income protection plans, etc.; and
3. make appropriate recommendations to official District and bargaining unit representatives for consideration by means of the appropriate collective bargaining process.

7.10.2 The committee shall be comprised of six (6) members, three (3) of whom shall be appointed by SEIU **leadership** and three (3) of whom shall be appointed by the District. In addition to the three (3) voting members, each appointing body shall appoint two (2) alternate committee members who can vote only upon the absence of the voting member(s). Alternate members are to attend meetings, participate in discussions, and cast ballots for absent voting members of their respective unit. In no case shall more than three (3) votes be cast by any individual unit on any issue before the committee. If desired, SEIU committee members may request separate subcommittee meetings with District committee members to discuss benefits related solely to their respective bargaining units.

7.10.3 Formal committee and subcommittee meetings and place of meetings shall be arranged and scheduled by the administrator, Employee Relations, and the committee and/or designated subcommittees shall meet as often as necessary to accomplish assigned tasks.

7.10.4 The committee and/or subcommittee shall develop an agenda and submit to the District 48 (**forty eight**) hours in advance. Minutes for each meeting shall be provided to officially designated District and bargaining unit representatives and to all committee members. **The committee shall meet monthly.**

7.11 **Single Coverage Rebate**

7.11.1 The formula for the single **medical** coverage rebate shall be as follows:

A monthly cash refund amount for single **medical** health care coverage shall be calculated to be (1) twenty-five (25%) percent of the lowest single premium rate in effect on **Jan** 1 of each year for that health plan provider and (2) for all other providers, fifteen (15%) percent of the average of all single premium rates in effect on **Jan** 1 of each year."

ITEM #5:

ARTICLE 9--ASSIGNMENTS

9 Work Assignments

9.1 Differential Pay Assignments

The District agrees to assign employees to duties for which differential pay is designated based on job classification seniority among those employees who request such an assignment.

9.1.1 Job Descriptions

Upon initial employment and upon each change of classification thereafter, an employee shall be furnished two (2) paper or electronic copies of ~~his/her~~ their class specifications. One (1) copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to the Human Resources Department.

9.1.2 Custodial Assignments

9.1.2.1 When a custodial assignment becomes vacant at a school or site, the principal or unit administrator will fill the vacancy based upon the District seniority of those site employees who apply. Seniority will prevail unless cause is demonstrated for denial of the assignment.

9.1.2.2 The District may designate new custodial employees as unassigned or floating custodians.

9.1.2.3 The District agrees to provide permanent custodial employees a regular school/site assignment as soon as a permanent vacancy becomes available based on seniority, unless they voluntarily agree to an unassigned position.

9.1.3 Seniority Ranking

Whenever two (2) or more persons have the same seniority ranking, the tie shall be broken by first considering time spent in a temporary or substitute capacity and, if equal, by casting of lots in the presence of chapter leadership.

9.2 Reassignments--On-the-Job Injury

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place the employee in the first available vacancy in any classification in which the employee has earned permanent status, or in any classification for which qualified; once the employee has been certified as physically able to perform work duties by a mutually acceptable physician. The injured employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% (fifty) referred, under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.

9.2.1 The parties agree to work cooperatively within the auspices of the unit's health and welfare benefits committee to develop a "return to work policy" for represented classified employees. Such work product will be referred back to the parties' respective negotiating committees for the purpose of bargaining during the time period of contract reopeners.

9.3 **Seniority Lists**

9.3.1 A seniority list for employees in each job classification shall be established, for designating date of hire in the District and including date of hire in present classification.

9.3.2 The seniority lists shall be maintained current by the district.

9.3.3 A correct copy of the seniority list shall be forwarded to the Union once a year, no later than November 15.

9.4 **Transportation Assignments--Bus Driver Routes and Bidding**

9.4.1 Bus routes will be posted in the Transportation Office as they are established. Such posting will include available information such as schools and estimated starting times, hours and number of runs.

Bus driver assignments shall include all regular home-to-school routes, Special Education routes, three (3) unassigned positions and, when designated by the District, a field trip bus. All other in-District and out-of-District field trips, athletics or school related trips will be included in the above routes by the transportation supervisor as determined by the availability of free time of equipment and driver.

Known routes with free time for field trips will be designated for bidding information.

Drivers' assignments for trips that originate after 4:30 p.m., weekends or holidays, will be assigned from the overtime board.

Driving assignments for any trips which are paid at the regular rate of pay and are not covered by the bidding procedure will be assigned by seniority.

- 9.4.1.1 Bidding will be by seniority. Seniority for bidding purposes only as related to this section shall include all service performed in the current classification or a higher classification that requires a school bus certificate, provided there is no break in service.

All bus drivers who are otherwise qualified and with a confirmed full medical release date of no later than five (5) days before the first day of school in September will be entitled to bid.

- 9.4.1.2 Bus drivers will be paid at their regular rate of pay for actual time worked in preparing bus routes and accomplishing equipment maintenance.

- 9.4.1.3 When new or vacant routes become available after the initial bidding has taken place and the routes become available prior to December 1, drivers who wish to rebid their route shall be permitted to rebid. Such drivers shall place their names on a schedule bid roster. Such bidding shall occur during a two (2) day period designated by the director of Transportation which falls within the first two (2) weeks of December. Drivers who participate in the rebidding shall have their routes included as a vacant route for possible rebidding by other drivers.

- 9.4.1.4 Routes chosen in accordance with the December bidding shall take effect on the first work day immediately following Winter break.

- 9.4.1.5 All bus drivers shall complete and maintain a "Drivers Route List" as changes are identified to the run and/or routes.

- 9.4.1.6 Additional hours which become available during the school year shall be assigned to drivers who have less than eight (8) hours, taking into consideration operational efficiency and seniority.

- 9.4.1.7 Bus attendants shall be assigned additional hours by seniority. Bus attendants will be hired at a minimum of .75 FTE.

- 9.4.2 **Non-Public/County Program Schools**

- 9.4.2.1 The District school calendar does not match the calendar of the non-public and county program schools.

- 9.4.2.2 When the District schools are in session but the non-public schools and/or county program schools are not, the Bus Drivers and Attendants will be expected to report for work and will be used to cover other runs.

9.4.2.3. When the non-public and/or county program schools are in session but the District schools are not, the District will offer this extra work to the Bus Drivers and Bus Attendants that are normally assigned to these routes. Many of the route service severe emotionally disturbed students. It is in the best interest of the students to have the regular Driver and Attendant where possible. If the regular Driver and Attendant decline this offer of extra work, the Transportation Department will offer the extra work to qualified Bus Drivers on a seniority basis.

9.4.2.4 **All bus drivers shall be maintained at least 6 hours. The District shall maintain 65% of drivers at 8 hours.**

9.5 **Transportation Field Trips**

9.5.1 In-District Field Trips

9.5.1.1 All Bus Drivers who are proficient are eligible for special driving assignments for in-District field trips.

9.5.2 Out-of-District Field Trips

9.5.2.1 Only qualified Drivers who are proficient and who have completed six (6) months of satisfactory service in their current classification shall be eligible for out-of-District driving assignments.

9.6 **Overtime--Bus Drivers**

9.6.1 Equal opportunity will be afforded all Drivers to work overtime. Each sign-up for overtime shall be made on the basis of seniority.

All drivers shall be given the opportunity to sign up for overtime twice each school year, unless the District finds it necessary to create another round of sign ups. The first sign up will be at the orientation meeting conducted prior to the start of the traditional school year. The first sign up will be effective the first day of the traditional school year and will run through December 31.

The second round of sign ups will occur during the month of December. The second sign up will be effective upon the first day of school returning from winter break and will run through the last day of the traditional school year. After three (3) refusals in each semester, no further offer of overtime will be made. During each semester, all eligible drivers will be offered available overtime by using the current seniority roster. Once all the offers have been made during the specific sign up period subsequent offers of overtime will continue to be made by use of the seniority list and specialized qualifications (i.e. wheelchair, mountain, transit etc.).

9.6.2 A refusal of overtime means any verbal or written statement(s) by the employee that they do not wish to work an overtime assignment, or, by the failure of the employee to respond within the required time period stated on the overtime form. Refusals do not include authorized leaves of absence or verified attendance at special bus training or workshops, such as the Bus Rodeo, etc.

9.7 **Use of School Buses and Route Time**

9.7.1 Paid time following completion of a run shall be based upon time required to drive back to the yard.

9.8 **Transportation Summer Work**

9.8.1 All Bus Drivers and Bus Attendants are eligible to apply for summer assignments in their classifications.

9.8.2 Interested transportation employees may place their names on a summer work roster.

9.8.3 Summer bidding will be by seniority. Seniority for bidding shall include all service performed in the regular District classification or a higher classification that requires a school bus certificate, provided there is no break in service

9.8.3.1 Priority will go to certificated school bus drivers **who have received school bus certificates** before offering to Class C van drivers.

9.8.4 Summer Overtime

Summer overtime shall be the overtime during the time period from the end of the spring semester to the beginning of the fall semester. Drivers eligible for summer overtime are those Drivers who bid for and perform summer runs or trips. The first offer of overtime shall be made on the basis of classification seniority. Subsequent offers of overtime will be made to eligible Bus Drivers whose overtime accumulation is lowest.

9.8.5 Nutrition Summer Work

During Per Diem Summer Work, the following criteria shall be used to select eligible applicants that apply to work during summer:

- a. Food Service Leads with the most seniority in that classification shall be selected for available positions.

- b. Food Service Leads, Food Service Assistants, and Food Production Assistants with the most seniority shall be selected for available Food Service Assistant positions.
- c. Food Service Assistants who are currently employed in the District, who apply and meet the qualifications of the classification shall be selected for available positions.

9.9 **Meals and Lodging--Transportation Workers**

9.9.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard or of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.1.1 For in-District or out-of-District field trips or athletic trips of less than a forty (40) mile radius from the District transportation yard and which on a regular workday results in less than a one (1) hour break between completion of the employees' regular workday assignment and the start of the additional assignment, the following meal allowance will be paid to school Bus Drivers:

9.9.1.2 For field trips scheduled on weekends or other non-work days, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.).

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.2 School Bus Drivers shall be reimbursed for necessary and actual lodging expenses.

9.10 **Mileage Pay**

9.10.1 Vehicle Use

The District shall reimburse employees who, as a condition of their employment imposed by the District, must travel from one District site to another District site. The rate of reimbursement for required use of vehicle shall be at the Internal Revenue Code recognized maximum reimbursement.

9.10.2 Vehicle Use for Hauling District Equipment

Employees who **voluntarily agree with Supervisory approval** to haul District equipment in their vehicles shall be compensated at the rate of \$125 per month. Regularly shall be defined as **seventy-five percent (75%)** or more of the working days of any month.

9.10.3 Vehicle Use for Food Services

The District shall not require employees to transport cafeteria food in their vehicles. The District shall only transport cafeteria food in District vehicles.

9.11 **Uniforms**

9.11.1 The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.11.2 The District will provide transportation shop personnel **and trade maintenance workers** and other staff as designated by the District with up to **\$230** (two hundred thirty dollars), for the purpose of purchasing the appropriate safety toe protection and oil resistant soled footwear approved by the District for meeting the minimum standards of safety and performance required by their job description.

Nutrition Services

Effective 2021-2022 and through the 2022-2023 school year, the District will provide slip resistant shoes for staff assigned to work in school site kitchens, including the Central Kitchen, and District Warehouse operations and other staff as designated by the District with up to \$150 (one hundred fifty, for the purpose of acquiring the appropriate slip resistant safety footwear approved by the District for meeting the minimum standards of safety and performance required by their job description. Purchasing accounts will be set up. Affected staff **will**

wear the appropriate **slip resistant safety footwear** while performing their duties.

9.11.3 The District shall provide adequate rain protection gear for all employees that are required to work outside in inclement weather.

9.11.4 The District shall provide aprons, shirts (5 at hiring and 3 each year thereafter), hair nets, hats, or visors which are required to be worn and maintained by all nutrition services food service assistants at all times.

9.11.5 The District shall provide shirts, (5 at hiring and 3 each year thereafter), for all warehouse workers.

9.12 **Tools**

The District will provide to all building trades, maintenance and transportation mechanic employees all required power tools and hand tools except for those tools which the employees are required to provide for their trade.

The District and the Union agree to meet and consult **annually** on lists of tools which the employer is required to provide on the job.

9.13 **Physical Exams**

When employees are required as a condition of continuing employment to have medical examinations, the cost of such examinations shall be borne by the District. If employees request to use a doctor of their choice rather than one designated by the District, they shall be reimbursed in an amount equal to the rates established by the District's designated doctor. The District may designate the doctor when the medical examination is for job performance reasons.

9.14 **Work shift Assignments**

9.14.1 Third Shifts

The District agrees to the following staffing arrangements on the third shift:

9.14.1.1 At no time shall the District schedule less than three (3) custodians working a third shift. The District shall make every reasonable effort to provide a qualified substitute for any absence.

9.15 **Work Schedules**

9.15.1 The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays,

workweeks, worksites and work years. The District shall make every effort not to change an employee's work schedule more than once during the school year excluding summer vacations and holidays.

9.15.2 Changes in Work Schedules

Except in cases deemed an emergency by the District, two (2) weeks, when feasible, advance written notice of a change in work schedule will be given to affected employees. When a schedule change will affect a significant number of employees, the Union will be notified of the change.

9.15.3 Temporary Changes in Work Schedules for Part-Time Employees

An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

9.16 **Rest Periods**

All employees shall be granted rest periods as follows: three (3) hour employees shall have one (1) ten (10) minute break; four (4) hour employees and five (5) hour employees shall have one (1) fifteen (15) minute break; six (6) hour and seven (7) hour employees shall have two (2) ten (10) minute breaks; and eight (8) hour employees shall have two (2) fifteen (15) minute breaks.

9.16.1 Appropriate time for rest periods shall be arranged by the employee's supervisor.

9.16.2 The provisions of 17.1 shall be posted in those locations at each site commonly frequented by classified employees.

9.17 **Lunch Period**

An unpaid lunch period of at least thirty (30) minutes will be granted employees who work four (4) or more hours during a day. In those cases where the District requires an employee to remain on duty during ~~his/her~~ their lunch period, such employee will be paid for the lunch period at ~~his/her~~ their regular rate of pay.

9.18 **Summer Assignments**

9.18.1 All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

9.19 **Work Location(s)**

The school(s) or site(s) at which an employee performs their assigned duties.

9.20 **Commitment to Training**

The District will provide adequate training commensurate with workload and mission requirements. Management will make good faith efforts to assist employees in partaking of training when necessary.

[...]

ITEM #6:

17 Professional Development

17.1 The purpose of the professional growth program is to offer financial incentive for improving job skills and performance, and for obtaining training related to promotional opportunities within the District and within the employee's current occupational area.

17.2 **Eligibility**

All probationary and permanent employees are eligible to participate. This does not include temporary, short-term or substitute employees, although such personnel may take coursework to be "stock-piled" in the event they are later elected on a regular basis.

17.3.2 **Conferences or Training Programs**

Professional growth credit may be earned through hours of service or attendance from any of the following:

Adult education programs.

Conferences or professional organizations related to the employee's job assignment or to the employee's general education.

Special training programs/conventions/workshops.

Private firms.

Private schools (business).

Union programs:

Recognized community resource groups.

Other governmental organizations.

17.3.3 Credit shall be given for these activities, which may be combined,
- on the following basis:

Total Hours of Attendance or Effort	Semester Unit Equivalents
15	1/2
30	1
45	1-1/2
60	2

17.3.3.1 Participation in such activities must be certified in writing by appropriate officials on forms provided by the Human Resources Department.

17.3.4 District Sponsored Training Programs (Fast Track Professional Growth).

Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District as Fast Track-Professional Growth.

The District will make a good faith effort to indicate on class schedules or announcements that the class is recognized for Fast Track Professional Growth.

17.4.3 Plans for Professional Growth

Plans for professional growth which include more than one (1) course or other activity listed above may be submitted to **immediate Supervisor** or

designee for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.5 **Restrictions**

17.5.1 **No Credit During Working Hours**

Professional growth credits cannot be given for courses or activities undertaken while an employee **is working their required scheduled work day hours.**

17.6 **Salary Allowable**

Effective May 1, 2006, the compensation per unit of approved course work or activities and the maximum number of units shall be as follows:

0 <u>1/2</u> - 6.5 units	\$6.00
7 -13.5 units	\$7.00
14 -20.5 units	\$8.00
21- 48.0 units	\$9.00
49 -60.0 units	\$10.00

All allowable units will receive the increase per unit credit upon advancement to a higher per unit credit. Personnel employed for less than twelve (12) months or on a part-time basis shall receive professional growth compensation on a pro-rata basis.

17.6.1 No salary credit shall be granted until the employee has served 18 consecutive months in the District, although units may be earned immediately after employment. In determining total service, prior service of an employee who resigns and is re-employed within one (1) year shall be counted as consecutive.

17.6.2 After 18 consecutive months served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to eighteen (18) units.

17.6.4 Verification of units earned for in-service salary credits shall be submitted as they are earned to the Human Resource Services. Twice annually, on September 1 and April 1, the Human Resource Services will review employees' length of service and accumulated units to determine eligibility

for receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline. **The District will make an attempt to apply earned credits within 30 (thirty) days of each processing period.**

17.7.1 Employees whose requests for prior approval or for acceptance of completed work have been denied by the Associate Superintendent, Human Resource Services, or designee may appeal such decisions to the Professional Growth Program Appeal Committee. The employee who denies the request shall not be a member of the Appeal Committee. Members of the committee, to be selected by management, shall be a school principal, a member of the management team responsible for directing the work of employees in the same classification as the appellant, a supervisor who is responsible for supervising the work of employees in the same classification as the appellant, and the Associate Superintendent, Human Resource Services, or designee, who shall chair the committee and who shall vote only in the event of a tie. Members of the committee representing classified non-management employees shall be three (3) individuals selected by the appellant from a list of twenty (20) prepared by the Union which shall include employees from each bargaining unit and job sector. The decisions of the appeal committee shall not be subject to the grievance procedure.

17.7.3 By September 30, each site supervisor will provide a schedule when employees may complete all mandated trainings during normal work hours. If employees are unable to complete the mandated training courses during normal work hours their immediate supervisor will arrange for completion of the mandated training during an employees work hours at least 60 calendar days prior to end of the school year

Item #7:

ARTICLE 18 -- GRIEVANCE PROCEDURE

18 Purpose

18.1 The purpose of this grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the grievant, solutions to problems which may from time to time arise under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances or problems within the normal administrative channels of the District.

18.2 Definitions

18.2.1 A “grievance” is a written claim by one or more named employees or the Union of an alleged violation, misinterpretation, or misapplication of a provision of this Agreement which has an adverse effect on the grieving employee or group of grieving employees.

18.2.2 A “working day” is any day in which the central administrative offices of the Sacramento City Unified School District are open for business.

18.2.3 A “grievant” is a named person or the union asserting a grievance.

18.2.4 A “party in interest” is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

18.2.5 An “employee” is a classified employee in any of the represented bargaining units.

18.3 **Limitations Period**

18.3.1 No grievance shall be recognized unless the **Union** has filed a written formal Level I grievance in accordance with 18.4.3 and 18.4.4 below, within twenty (20) working days after the **Union** knew or should have known of the first act, occurrence, event or circumstance alleged to constitute the grievance.

18.4 **Informal Procedure**

18.4.1 A grievance shall be discussed orally with the grievant’s principal or unit administrator with the objective of resolving the matter informally, before proceeding to the formal procedure listed below. Upon a verbal request by the grievant, a conference shall be scheduled where the grievant shall explain the problem and suggest possible solutions. Solutions reached at the informal Level I shall not establish a precedent. The grievant has the right to Union representation during the informal meeting.

18.4.2 Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. **Settlements** shall be reduced to writing.

18.4.3 If the grievant is not satisfied with the proposed resolution after the informal conference, if any, the **Union or grievant** may invoke the formal grievance procedure, as outlined below, by filing a written Level I grievance with his or her principal or unit administrator and providing a copy to **Human Resources**.

18.4.4 The written Level I grievance shall be filed by email or template electronically to district designated email address upon a form provided by

the District, or in person at the Human Resources desk and shall include the following:

- a. A detailed description of the specific grounds of the grievance including names, dates, and places necessary for an understanding of the grievance;
- b. A listing of the specific article(s) and section(s) of the Agreement or statute alleged to have been violated, misinterpreted or misapplied; and
- c. A listing of specific action(s) requested of the District which will remedy the grievance.

18.5 **Formal Procedure**

18.5.1 **Level I**

18.5.1.1 A Level I meeting shall be held within ten (10) working days after filing the written Level I grievance. A Level I meeting may be waived only if both parties agree in writing. The grievant has the right to Union representation during the Level I meeting.

18.5.1.2 All settlements reached during a Level I meeting shall be reduced to writing. Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Settlements reached at Level I shall not establish a precedent unless the parties mutually agree otherwise **in writing**.

18.5.1.3 If no settlement is reached during the Level I meeting, the **Human Resources representative** shall send a written decision to the grievant and the exclusive representative within ten (10) working days following the final Level I meeting. If no Level I meeting is held, the **Human Resources representative** shall send a written decision to the grievant and the exclusive representative within ten (10) working days of receipt of the written Level I grievance.

18.6 **Level II**

18.6.1 If the grievant or the Union is not satisfied with the written Level I decision, the grievant or the Union may file a written request for a Level II meeting with the Office of Employee Relations within ten (10) working days of the receipt of the written Level I decision. If the grievant does not receive a written Level I decision as required by section 18.5.1.3 within ten (10) working days following the final Level I meeting, the grievant or the Union may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of the final Level I meeting. If no

Level 1 meeting is held, and the grievant does not receive a written Level I decision as required by section 18.5.1.3, the Union or the grievant may file a written request for a Level II meeting with the Office of Employee Relations within twenty (20) working days of filing the written Level I grievance. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II meeting.

18.6.2 The written Level II grievance shall include the following:

- a. A detailed description of the specific grounds of the grievance, including names, dates and places necessary for an understanding of the grievance;
- b. A listing of the specific article(s) and section(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied A listing of specific action(s) requested of the school District which will remedy the grievance; and
- d. A copy of the Level I grievance and decision.

18.6.3 A Level II written grievance shall be considered a formal request for a Level II mediation, and, if the matter remains unsettled after the final mediation session, a written decision by the Superintendent or his/her designee. Initial Mediation shall be requested through the California State Mediation and Conciliation Service within five (5) working days from receipt of the written Level II grievance by the Human Resources Office, unless extended by mutual agreement of the parties.

18.7 **Mediation**

18.7.1 Mediation shall be scheduled based on a mutually agreeable date for the parties and the mediator. Additional days to continue a mediation will be scheduled, if necessary.

18.7.2 All costs of the mediator, if any, shall be borne equally by the parties.

18.8 Mediation Procedures

18.8.1 The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. However, the parties are free to take notes during the mediation. All persons involved in the events giving rise to the grievance

should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of the other participants at the mediation.

18.8.2 The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. If the grievance is not settled, granted, or withdrawn, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days after the close of the final Level II mediation. If by the mutual agreement of both parties, no Level II mediation is held, the Superintendent or his/her designee shall provide a written decision to the grievant and exclusive representative within fifteen (15) working days of receipt of the written Level II grievance.

18.8.3 The parties understand that mutual agreements secured at Level II are precedent setting unless the parties stipulate otherwise.

18.8.4 Any grievance not resolved within fifteen (15) working days after the final mediation session with no subsequent mediation session(s) scheduled and which the Union wishes to pursue may be appealed by the Union to Level III.

18.8.5 Offers or concessions made by the parties during mediation shall not be used against a party during any subsequent arbitration.

18.9 **Level III-- Arbitration**

18.9.1 Appeal

If the grievant is not satisfied with the disposition of the grievance at Level II, the Union may request, in writing, a hearing before an arbitrator. Such written request shall be filed in Human Resources within ten (10) working days after receipt of the written Level II decision of the superintendent, or **their** designee. Appeal to Level III arbitration may also be made by the Union if the District fails to schedule a Level II mediation within thirty (30) working days after receipt of written Level II grievance or if the District fails to render a written Level II decision within the fifteen (15) working day time line as stated in Sections 18.8.2 or 18.8.4. The Union's right to request Level III arbitration shall be waived if a written request for arbitration is not received by the Human Resources within ten (10) working days after the expiration of the time for District action (i.e., thirty (30) working days to schedule Level II mediation or fifteen (15) working days to render a decision).

18.9.2 Selection of Arbitrator

When arbitration has been requested, the Union shall write the California State Mediation and Conciliation Services for a list of five (5) arbitrators. The

grievant's representative and the representative of the Human Resources Department shall alternatively strike names from such list until only one (1) name remains.

18.9.3 Costs of Arbitration

18.9.3.1 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.

18.9.3.2 A certified court reporter shall be employed to record verbatim the entire arbitration hearing, if requested by either the Union or the District. **The party requesting the court reporter bear the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If both parties request a reporter, these costs shall be borne equally by the parties.** If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

18.9.4 Function of Arbitrator

18.9.4.1 The function of the arbitrator shall be:

- a. To hold a hearing concerning the grievance, and
- b. To render a binding decision within thirty (30) days after the close of the hearing.

18.9.5 Hearings

Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

18.9.5.1 Within thirty (30) calendar days of the appeal to Level III, and in no case later than thirty (30) days prior to the Level III meeting before the arbitrator, the parties agree to meet in a conference to:

- a. Attempt to frame the issue to be submitted to the arbitrator;
- b. Share all evidence;
- c. Clarify whether a court reporter is necessary, determine the site; and
- d. Reinitiate efforts to settle, if possible.

18.9.5.2 The parties agree that any evidence discovered subsequent to the conference will be shared at least seven (7) calendar days prior to arbitration. Evidence shared less than seven (7) days for presentation of new evidence will be grounds for delay at the request of the receiving party. The party presenting new evidence (initially) shall be charged for the costs of the arbitrator.

18.9.6 Limitations

18.9.6.1 Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

18.9.6.2 The arbitrator shall not render any award which conflicts with or alters this Agreement.

18.9.6.3 It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

18.9.7 Decision

18.9.7.1 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper. However, no award of back pay beyond twenty (20) days prior to the filing of the written Level I grievance will be allowed. Nor will any award of monies for the purpose of fining, punishing, or making an example of either party be allowed.

18.10 **General Provisions**

18.10.1 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

18.10.2 Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District.

18.10.3 Should the processing of any grievance require that an employee be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

18.10.4 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

- 18.10.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 18.10.6 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 18.10.7 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- 18.10.8 A grievant may be represented by the Union at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.
- 18.10.9 In those instances in which related or similar grievances are being heard, the Union and the District may agree to combine the grievances to be presented before a hearing officer and/or before an arbitrator.**

- 18.11 **Grievance Form**
All formal grievances shall be filed as described in Article 18.4.4.

Item #8:

ARTICLE 20 -- LAYOFF

20.1 **Layoff Defined**

A layoff is an involuntary separation from service or an involuntary reduction in an employee's hours or work year as defined herein based upon a lack of work or lack of funds. A layoff also includes any reduction in hours or work year or assignment to a classification lower than that which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Temporary and substitute employees may be separated at the completion of their assignment without regard to the procedures in this Article.

20.2 **Probationary Work Year Defined**

For purposes of this Article 20 (Layoff) only, all members of the bargaining unit shall be assigned to a work year, as defined herein, depending upon the

number of days per school year they work. An employee working from 180 to 208 days shall be assigned a ten (10) month work year. An employee working from 209 to 241 days shall be assigned an eleven (11) month work year. An employee working more than 241 days shall be assigned a twelve (12) month work year.

20.3 **Layoff Seniority**

For purposes of Article 20 (Layoff), seniority is established by the employee's date of hire as a regular probationary or permanent employee of the District in the classification (this calculation does not include any substitute or temporary time served by the unit member) plus any service in higher classes (i.e., those with higher pay ranges) with deductions for any unpaid time as outlined below. Except for reinstatement within thirty nine (39) months or reemployment as a probationary employee within the same class within six months of resignation, a break in employment and subsequent reemployment shall create a new hire date. If two or more employees subject to layoff have equal seniority as defined herein, then the employee with the most recent hire date in the District shall be laid off first. If date of hire in the District does not break the tie then the tie shall be broken by **Union Leadership** in the presence of the District.

20.3.1 Service Credit for Certain Unpaid Leaves

The District shall grant seniority credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, Industrial Accident/Illness Leave, family care leave (see section 12.12.6), **FMLA/CFRA**, and any other unpaid leaves permitted by the Education Code under Section 45308.

20.3.2 No Service Credit for Other Unpaid Leaves

In the event that an employee returns to work following an unpaid leave not listed above, the employee shall not receive accrued seniority for the time not worked.

20.3.3 The Superintendent or designee shall maintain a current determination of each employee's seniority.

20.4 **Order of Layoff**

The employee who has been employed the shortest time in the classification, hours, and work year to be eliminated or for which the hours will be reduced shall be laid off first.

20.5 **District Rights**

The District reserves, retains, and is vested with the sole and exclusive right to layoff employees for any reason allowed by law. In the exercise of this exclusive right, the District makes the sole determination as the hours and the positions to be eliminated. The Union retains the right to negotiate the impacts and effects of the layoff of unit members.

20.6 Layoff Procedure

Positions to be eliminated or for which hours will be reduced shall be identified by the District by classification, hours¹.

20.6.1 First Step: Administrative Transfer

The employee(s) in the position(s) to be eliminated or for which the hours will be reduced by the District shall be administratively transferred to a vacant position, if any, in the same classification, hours, and work year. If there is more than one vacancy in the classification, hours, and work year the employee shall be allowed to select a vacancy. If there is one or more employees in the same classification, hours and work year in the position to be eliminated or for which the hours will be reduced, the most senior employee shall be administratively transferred first. Employees being transferred under this section shall receive at least ten (10) working days notice of their new assignment.

20.6.2 Second Step: Layoff

If there are no vacancies in the classification, hours, and work year of the position to be eliminated or for which the hours will be reduced the District shall engage in a layoff.

20.6.3 Third Step: Bumping Rights Within a Classification

An employee whose position is being eliminated or for which the hours will be reduced may displace the employee within his/her classification, hours, and work year who has the least seniority.

20.6.4 Fourth Step: Bumping Rights to Another Classification

The employee having the least seniority within his/her classification, hours, and work year who is to be laid off, and who has seniority in a different

¹For layoff purposes only, assignments with fractional hours shall be rounded up or down as follows: 0 - 1.99 = 1; 2 - 2.99 = 2; 3 - 3.99 = 3; 4 - 4.99 = 4; 5 - 5.99 = 5; 6 - 6.99 = 6; 7 - 7.99 = 7; and 8 = 8.

classification, hours, and work year (with an equal or lower maximum salary range) greater than that of an incumbent, shall be placed in a vacancy, if any. If no vacancy exists then the employee shall have the right to displace the incumbent with the least seniority in that classification, hours, and work year.

20.6.4.1 Bumping Rules

An employee who has been displaced by bumping shall have the same bumping rights as if his/her position had been eliminated. Employees in positions for which the District is reducing the assigned time shall have bumping rights as if the position was being eliminated. An employee shall not bump into a higher classification (i.e., one that has a higher salary range), more hours, or a longer work year. If an employee waives bumping rights, he/she shall be placed on a thirty nine (39) month reemployment list.

20.6.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff **pursuant to AB 438**. They shall be informed of their reemployment rights and bumping rights, if any. **Employees subject to layoff shall be notified, by certified mail, and by district email.**

20.7 **Voluntary Demotions/Reductions**

Upon mutual agreement with the District, employees may elect to take a voluntary demotion (i.e., a change to a classification for which they are qualified with a lower maximum salary rate) or a voluntary reduction in assigned time (either hours per day or work year as defined herein) in lieu of layoff or to remain in their present position rather than be reclassified or reassigned. Employees who do so shall be granted the same rights as persons laid off.

20.8 **Reemployment Rights**

Classified employees laid off because of lack of work or lack of funds are eligible for reemployment **in their previous position or in any position where their duties have reclassified into** for a period of **thirty-nine** (39) months and shall be reemployed in preference of new applicants. Laid off employees also have the right to apply and establish their minimum qualification for **all available vacant** positions within the District during the **thirty-nine** (39) month period.

20.8.1 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as person laid off and shall retain eligibility to be considered for reemployment for an

additional period of **twenty-four** (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned shall be hired into positions within their class with greater hours, up to the hours of their position before taking a voluntary reduction in assigned time, in preference of new applicants.

20.8.2 Upon rejecting two (2) offers of reemployment, the employee's name shall be removed from the reemployment list and he/she shall forfeit all rights to which he/she would otherwise be entitled. If an employee on the 39 month reemployment list is hired by the District to a different classification than that which the employee was laid off from, he/she shall remain on the 39 month reemployment list.

20.8.3 To be reinstated, an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed 39 calendar months.

20.8.4 Notification

When a vacancy occurs, the most senior employee on the 39 month reemployment list for that classification, hours, and work year will be so notified by telephone communication and if not reached by telephone then by certified U.S. mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. The employee must advise the District of his/her decision no later than five (5) calendar days following receipt of the notification. If the employee accepts, he/she must report to work no later than two (2) calendar weeks from the vacancy notification date or on a later date specified by the District.

20.8.5 A laid off employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. A laid off probationary employee will be reemployed as a probationary employee, and the time served toward the completion of the probationary period will be counted in accordance with Section 14.3.1. A laid off employee, when reemployed, will be placed on the salary step held at the time of layoff. An employee who bumped into a lower class will, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there.

For the District:

DocuSigned by:
Jorge A. Aguilar
46A41B675C684D2...

Jorge A. Aguilar, Superintendent

For the Union:

DocuSigned by:
Karla Faucett
10A02382A1BF4D8...

Karla Faucett, President

Daniel Schallock, Vice President

DocuSigned by:
Tiffany Crain
460B5D3DDA2E479...

Tiffany Crain, Chief Negotiator

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:	SEIU
Certificated, Classified, Other:	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: **April 21, 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	\$ 60,739,377	\$ 2,450,098	\$ 2,469,698	\$ 2,489,456
		4.03%	3.91%	3.79%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 15,346,000	\$ 668,336	\$ 612,401
Description of Other Compensation		Longevity, Stipends	Longevity, Stipends	Longevity, Stipends
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 25,713,697	\$ 6,016,911	\$ 1,081,749	\$ 1,076,770
		23.40%	3.41%	3.28%
4. Health/Welfare Plans	\$ 25,972,622	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 112,425,696	\$ 23,813,009	\$ 4,219,783	\$ 4,178,627
		21.18%	3.10%	2.97%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	2,170.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 51,809	\$ 10,974	\$ 1,945	\$ 1,926
		21.18%	3.10%	2.97%

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 negotiated percentage change was a 4% increase in ongoing salary, a \$3,000 stipend for 2020-21, \$3,000 stipend for 2021-22, and a \$1,000 retention stipend for 2021-22. Additionally, there is a \$2,000 bus driver stipend, \$2,000 or \$5,000 bus driver recruitment stipend. The agreement also includes a increase to the longevity steps to \$1,030.

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.

NA

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

Articles 3, 6, 7, 9, 17, 18, 20 include additional changes in noncompensation items.

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

The agreement may have a negative impact on instructional and support programs in future years as the one-time and ongoing costs will require the district to further work towards balancing its revenues and expenditures to achieve fiscal stability.

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

The agreement includes reopeners for employee compensation in 2022-23.

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

NA

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted and restricted general fund as well as the bond fund, charter fund, child development fund and adult education fund.

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

Unrestricted and restricted general fund as well as the building fund, charter fund, child development fund and adult education fund.

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
SEIU**

Bargaining Unit:

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	\$ 434,484,520		\$ (47,008,294)	\$ 387,476,226
Federal Revenue	8100-8299	\$ 156,000		\$ -	\$ 156,000
Other State Revenue	8300-8599	\$ 7,370,623		\$ -	\$ 7,370,623
Other Local Revenue	8600-8799	\$ 5,943,214		\$ -	\$ 5,943,214
TOTAL REVENUES		\$ 447,954,357		\$ (47,008,294)	\$ 400,946,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 163,470,967		\$ (7,106,340)	\$ 156,364,627
Classified Salaries	2000-2999	\$ 36,265,771	\$ 16,452,091	\$ (1,240,059)	\$ 51,477,803
Employee Benefits	3000-3999	\$ 113,246,588	\$ 5,467,066	\$ -	\$ 118,713,654
Books and Supplies	4000-4999	\$ 11,365,824		\$ -	\$ 11,365,824
Services and Other Operating Expenditures	5000-5999	\$ 22,461,337		\$ -	\$ 22,461,337
Capital Outlay	6000-6999	\$ 374,340		\$ -	\$ 374,340
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (10,544,449)		\$ -	\$ (10,544,449)
TOTAL EXPENDITURES		\$ 337,790,379	\$ 21,919,157	\$ (8,346,399)	\$ 351,363,137
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000		\$ 78,659	\$ 344,659
Contributions	8980-8999	\$ (92,324,656)	\$ -	\$ -	\$ (92,324,656)
OPERATING SURPLUS (DEFICIT)*		\$ 19,865,076	\$ (21,919,157)	\$ (38,740,554)	\$ (40,794,635)
BEGINNING FUND BALANCE					
	9791	\$ 103,708,114			\$ 103,708,114
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 123,573,191	\$ (21,919,157)	\$ (38,740,554)	\$ 62,913,480
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740				
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ -	\$ 11,178,519
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,478	\$ (21,919,157)	\$ (38,740,554)	\$ 15,754,767

*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:

SEIU

		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	\$ 181,210,094		\$ -	\$ 181,210,094
Other State Revenue	8300-8599	\$ 83,087,731		\$ -	\$ 83,087,731
Other Local Revenue	8600-8799	\$ 2,812,860		\$ -	\$ 2,812,860
TOTAL REVENUES		\$ 269,351,058		\$ -	\$ 269,351,058
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 68,244,978	\$ -	\$ (2,966,716)	\$ 65,278,262
Classified Salaries	2000-2999	\$ 30,125,734	\$ 918,822	\$ (783,358)	\$ 30,261,198
Employee Benefits	3000-3999	\$ 76,338,642	\$ 390,765	\$ 80,342	\$ 76,809,749
Books and Supplies	4000-4999	\$ 67,283,546		\$ (327,092)	\$ 66,956,454
Services and Other Operating Expenditures	5000-5999	\$ 112,406,822		\$ -	\$ 112,406,822
Capital Outlay	6000-6999	\$ 13,473,853		\$ -	\$ 13,473,853
Other Outgo (excluding Indirect Costs)	7100-7299			\$ -	\$ -
	7400-7499				
Transfers of Indirect Costs	7300-7399	\$ 9,388,310		\$ -	\$ 9,388,310
TOTAL EXPENDITURES		\$ 377,261,885	\$ 1,309,587	\$ (3,996,824)	\$ 374,574,648
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)*		\$ (15,586,171)	\$ (1,309,587)	\$ 3,996,824	\$ (12,898,934)
BEGINNING FUND BALANCE					
	9791	\$ 22,198,603			\$ 22,198,603
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 6,612,433	\$ (1,309,587)	\$ 3,996,824	\$ 9,299,670
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,612,433	\$ -	\$ -	\$ 6,612,433
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (1,309,587)	\$ 3,996,824	\$ 2,687,237

*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:

SEIU

		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	\$ 436,724,894		\$ (47,008,294)	\$ 389,716,600
Federal Revenue	8100-8299	\$ 181,366,094		\$ -	\$ 181,366,094
Other State Revenue	8300-8599	\$ 90,458,354		\$ -	\$ 90,458,354
Other Local Revenue	8600-8799	\$ 8,756,074		\$ -	\$ 8,756,074
TOTAL REVENUES		\$ 717,305,415		\$ (47,008,294)	\$ 670,297,121
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 231,715,946	\$ -	\$ (10,073,056)	\$ 221,642,890
Classified Salaries	2000-2999	\$ 66,391,505	\$ 17,370,913	\$ (2,023,417)	\$ 81,739,001
Employee Benefits	3000-3999	\$ 189,585,230	\$ 5,857,831	\$ 80,342	\$ 195,523,403
Books and Supplies	4000-4999	\$ 78,649,370		\$ (327,092)	\$ 78,322,278
Services and Other Operating Expenditures	5000-5999	\$ 134,868,159		\$ -	\$ 134,868,159
Capital Outlay	6000-6999	\$ 13,848,193		\$ -	\$ 13,848,193
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (1,156,139)		\$ -	\$ (1,156,139)
TOTAL EXPENDITURES		\$ 715,052,264	\$ 23,228,744	\$ (12,343,223)	\$ 725,937,785
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000	\$ -	\$ 78,659	\$ 344,659
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 4,278,906	\$ (23,228,744)	\$ (34,743,730)	\$ (53,693,568)
BEGINNING FUND BALANCE					
	9791	\$ 125,906,717			\$ 125,906,717
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 130,185,623	\$ (23,228,744)	\$ (34,743,730)	\$ 72,213,149
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740	\$ 6,612,433	\$ -	\$ -	\$ 6,612,433
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ -	\$ 11,178,519
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,477	\$ (23,228,744)	\$ (34,743,730)	\$ 18,442,003

*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:

SEIU

		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	\$ 46,754	\$ -	\$ 1,502,194
Employee Benefits	3000-3999	\$ 2,250,757	\$ 15,223	\$ -	\$ 2,265,980
Books and Supplies	4000-4999	\$ 471,524		\$ (35,544)	\$ 435,980
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	\$ 61,977	\$ (35,544)	\$ 7,290,798
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 26,433	\$ 26,433
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (119,572)	\$ (61,977)	\$ 61,977	\$ (119,572)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9791	\$ 801,095			\$ 801,095
	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 681,523	\$ (61,977)	\$ 61,977	\$ 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	\$ (61,977)	\$ 61,977	\$ 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:

SEIU

		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	\$ 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	\$ 82,855	\$ -	\$ 2,167,215
Employee Benefits	3000-3999	\$ 5,280,872	\$ 26,978	\$ -	\$ 5,307,850
Books and Supplies	4000-4999	\$ 2,302,749		\$ (103,719)	\$ 2,199,030
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	\$ 109,833	\$ (103,719)	\$ 15,543,726
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 6,114	\$ 6,114
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (226,662)	\$ (109,833)	\$ 109,833	\$ (226,662)
BEGINNING FUND BALANCE					
	9791	\$ 413,039			\$ 413,039
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 186,377	\$ (109,833)	\$ 109,833	\$ 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	\$ (109,833)	\$ 109,833	\$ 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:

SEIU

		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					
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	\$ 249,693	\$ -	\$ 8,201,836
Employee Benefits	3000-3999	\$ 7,530,244	\$ 101,105	\$ -	\$ 7,631,349
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	\$ 350,798	\$ -	\$ 32,781,767
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (759,457)	\$ (350,798)	\$ -	\$ (1,110,255)
BEGINNING FUND BALANCE					
	9791	\$ 16,414,434			\$ 16,414,434
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 15,654,977	\$ (350,798)	\$ -	\$ 15,304,179
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 15,432,155	\$ (350,798)	\$ -	\$ 15,081,357
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: **Building Fund 21**
Bargaining Unit: **SEIU**

		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	\$ 11,081	\$ -	\$ 666,859
Employee Benefits	3000-3999	\$ 404,813	\$ 4,443	\$ -	\$ 409,256
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	\$ 15,524	\$ -	\$ 33,006,366
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	\$ (15,524)	\$ -	\$ 48,123,181
BEGINNING FUND BALANCE					
	9791	\$ 34,418,837			\$ 34,418,837
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 82,557,542	\$ (15,524)	\$ -	\$ 82,542,018
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 82,557,542	\$ (15,524)	\$ -	\$ 82,542,018
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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

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

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				
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	\$ 34,801	\$ -	\$ 1,122,066
Employee Benefits 3000-3999	\$ 6,132,361	\$ 11,331	\$ -	\$ 6,143,692
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	\$ 46,132	\$ -	\$ 19,158,078
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 266,000	\$ -	\$ 46,132	\$ 312,132
Transfers Out and Other Uses 7600-7699	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
OPERATING SURPLUS (DEFICIT)*	\$ (1,028,325)	\$ (46,132)	\$ 46,132	\$ (1,028,325)
BEGINNING FUND BALANCE				
9791	\$ 6,381,614			\$ 6,381,614
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 5,353,290	\$ (46,132)	\$ 46,132	\$ 5,353,290
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	\$ -	\$ (46,132)	\$ 46,132	\$ -

*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	\$ (47,008,294)	
Expenditures	\$ (8,346,399)	Potential savings for strike days
Other Financing Sources/Uses	\$ (78,659)	Increase in transfers out to cover portion of costs in other funds

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (3,996,824)	Adjustment to reflect TCS and Teamsters agreement entered into after Sec
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (35,544)	Adjustment to offset increased salaries and benefits
Other Financing Sources/Uses	\$ 26,433	Increase transfers in to offset portion of increased salaries and benefits

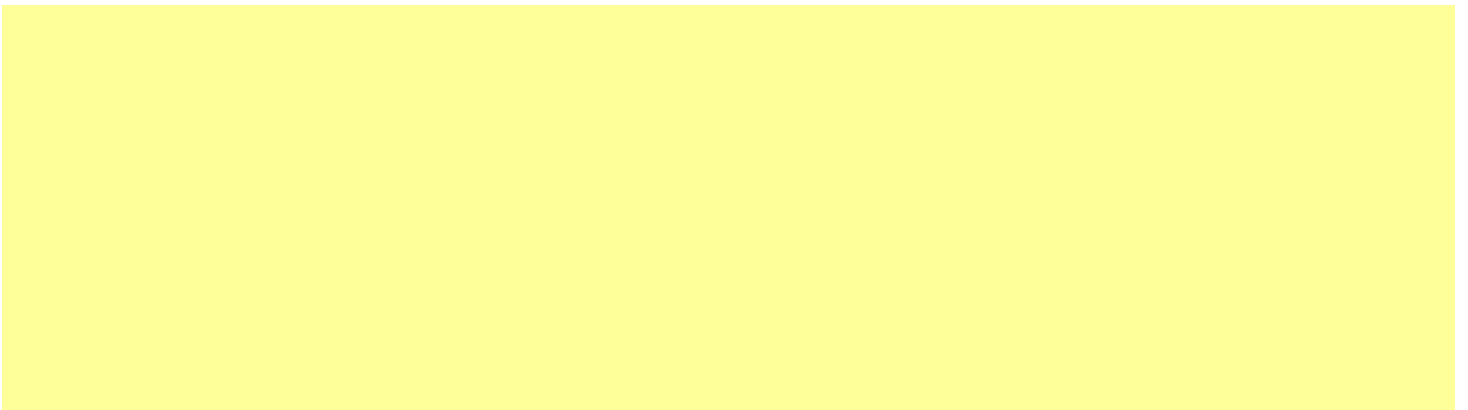
Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (103,719)	Adjustment to offset increased salaries and benefits
Other Financing Sources/Uses	\$ 6,114	Increase transfers in to offset portion of increased salaries and benefits

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	\$ 46,132	Increase transfers in to offset portion of increased salaries and benefits

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:

SEIU

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	\$ 387,476,226	\$ 442,008,001	\$ 442,015,756
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	\$ 5,943,214	\$ 5,943,214	\$ 5,943,214
TOTAL REVENUES	\$ 400,946,063	\$ 455,477,838	\$ 455,485,593
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 156,364,627	\$ 162,393,475	\$ 164,174,270
Classified Salaries 2000-2999	\$ 51,477,803	\$ 37,773,367	\$ 37,978,006
Employee Benefits 3000-3999	\$ 118,713,654	\$ 124,064,583	\$ 128,327,429
Books and Supplies 4000-4999	\$ 11,365,824	\$ 8,137,338	\$ 12,541,003
Services and Other Operating Expenditures 5000-5999	\$ 22,461,337	\$ 25,612,244	\$ 24,961,910
Capital Outlay 6000-6999	\$ 374,340	\$ 72,200	\$ 72,200
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (10,544,449)	\$ (7,067,841)	\$ (7,067,841)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 351,363,137	\$ 352,135,366	\$ 362,136,977
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	\$ 344,659	\$ 344,659	\$ 344,659
Contributions 8980-8999	\$ (92,324,656)	\$ (96,922,460)	\$ (103,501,459)
OPERATING SURPLUS (DEFICIT)*	\$ (40,794,635)	\$ 8,367,107	\$ (8,205,748)
BEGINNING FUND BALANCE			
9791	\$ 103,708,114	\$ 62,913,480	\$ 71,280,586
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 62,913,480	\$ 71,280,586	\$ 63,074,838
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ -	\$ -
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 11,178,519	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 35,651,325	\$ 12,246,325	\$ 12,669,863
Unassigned/Unappropriated Amount 9790	\$ 15,754,767	\$ 59,034,261	\$ 50,404,975

*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:

SEIU

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	\$ 181,210,094	\$ 92,877,889	\$ 93,548,973
Other State Revenue 8300-8599	\$ 83,087,731	\$ 71,845,608	\$ 71,845,608
Other Local Revenue 8600-8799	\$ 2,812,860	\$ 219,748	\$ 219,748
TOTAL REVENUES	\$ 269,351,058	\$ 167,183,619	\$ 167,854,703
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 65,278,262	\$ 56,532,400	\$ 59,077,983
Classified Salaries 2000-2999	\$ 30,261,198	\$ 27,091,135	\$ 27,820,922
Employee Benefits 3000-3999	\$ 76,809,749	\$ 72,317,585	\$ 74,870,166
Books and Supplies 4000-4999	\$ 66,956,454	\$ 31,245,787	\$ 33,565,053
Services and Other Operating Expenditures 5000-5999	\$ 112,406,822	\$ 61,109,464	\$ 65,305,730
Capital Outlay 6000-6999	\$ 13,473,853	\$ 7,839,732	\$ 7,839,732
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 9,388,310	\$ 6,593,125	\$ 6,593,125
Other Adjustments		\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES	\$ 374,574,648	\$ 260,180,883	\$ 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)*	\$ (12,898,934)	\$ 3,925,196	\$ -
BEGINNING FUND BALANCE			
9791	\$ 22,198,603	\$ 9,299,670	\$ 13,224,866
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 9,299,670	\$ 13,224,866	\$ 13,224,866
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 6,612,433	\$ 6,612,433	\$ 6,612,433
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 2,687,237	\$ 6,612,433	\$ 6,612,433

*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: SEIU

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	\$ 389,716,600	\$ 444,248,375	\$ 444,256,130
Federal Revenue 8100-8299	\$ 181,366,094	\$ 93,033,889	\$ 93,704,973
Other State Revenue 8300-8599	\$ 90,458,354	\$ 79,216,231	\$ 79,216,231
Other Local Revenue 8600-8799	\$ 8,756,074	\$ 6,162,962	\$ 6,162,962
TOTAL REVENUES	\$ 670,297,121	\$ 622,661,457	\$ 623,340,296
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 221,642,890	\$ 218,925,876	\$ 223,252,253
Classified Salaries 2000-2999	\$ 81,739,001	\$ 64,864,502	\$ 65,798,928
Employee Benefits 3000-3999	\$ 195,523,403	\$ 196,382,168	\$ 203,197,595
Books and Supplies 4000-4999	\$ 78,322,278	\$ 39,383,125	\$ 46,106,056
Services and Other Operating Expenditures 5000-5999	\$ 134,868,159	\$ 86,721,708	\$ 90,267,640
Capital Outlay 6000-6999	\$ 13,848,193	\$ 7,911,932	\$ 7,911,932
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (1,156,139)	\$ (474,716)	\$ (474,716)
Other Adjustments		\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES	\$ 725,937,785	\$ 612,316,249	\$ 633,493,139
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	\$ 344,659	\$ 344,659	\$ 344,659
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (53,693,568)	\$ 12,292,303	\$ (8,205,748)
BEGINNING FUND BALANCE			
9791	\$ 125,906,717	\$ 72,213,149	\$ 84,505,452
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 72,213,149	\$ 84,505,452	\$ 76,299,703
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ -	\$ -
Restricted 9740	\$ 6,612,433	\$ 6,612,433	\$ 6,612,433
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 11,178,519	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 35,651,325	\$ 12,246,325	\$ 12,669,863
Unassigned/Unappropriated Amount 9790	\$ 18,442,003	\$ 65,646,694	\$ 57,017,408

*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)	\$ 726,282,444	\$ 612,660,908	\$ 633,837,798
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 726,282,444	\$ 612,660,908	\$ 633,837,798
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)	\$ 14,525,649	\$ 12,253,218	\$ 12,676,756

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 35,651,325	\$ 12,246,325	\$ 12,669,863
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 15,754,767	\$ 59,034,261	\$ 50,404,975
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	\$ 51,406,092	\$ 71,280,586	\$ 63,074,838
f.	Reserve for Economic Uncertainties Percentage	7.08%	11.63%	9.95%

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	\$ 23,813,009
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (23,228,744)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (61,977)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (109,833)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (350,798)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (15,524)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (46,132)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (23,813,008)

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.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 4,278,906	0.6%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (53,693,568)	(7.4%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 12,292,303	2.0%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (8,205,748)	(1.3%)	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,548,344)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (3,716,548)	

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	\$ (46,929,615)
Expenditures/Transfers Out and Other Uses	\$ 11,409,181
Ending Balance(s) Increase/(Decrease)	<u>\$ (58,338,796)</u>

Subsequent Years

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

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.

K. CERTIFICATION NO. 2

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

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

Sacramento City Unified School District

District Name

**District Superintendent
(Signature)**

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on April 22, 2022, took action to approve the proposed agreement with the Servisel Employees International Union Bargaining Unit(s).

**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.

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:	SCTA & SEIU Combined
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: **April 21, 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	\$ 281,000,668	\$ 11,288,421	\$ 12,039,299	\$ 12,189,386
		4.02%	4.12%	4.01%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 33,572,381	\$ 1,100,119	\$ -
Description of Other Compensation		One time stipends, nurse rate increase, sub sick days, sub rate	3 total PD Days, 1 more than 21-22	
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 85,757,587	\$ 12,552,575	\$ 3,856,135	\$ 3,667,802
		14.64%	3.92%	3.59%
4. Health/Welfare Plans	\$ 81,551,878	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 448,310,133	\$ 57,413,377	\$ 16,995,553	\$ 15,857,188
		12.81%	3.36%	3.03%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	3,574.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 125,437	\$ 16,064	\$ 4,755	\$ 4,437
		12.81%	3.36%	3.03%

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 negotiated change was a 4% salary increase ongoing. Additionally, a 3% one time stipend for 19-20, 3% one stipend for 20-21, and \$1,250 one time stipend for 21-22 were agreed upon. Other portions of the agreement include prep period coverage increased pay rate to the contractual rate plus 25%, substitute rates increased by 25%, 14 paid sick days for substitute employees, and a \$150 rate for Nurse extra duty related to COVID reasons.

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.)

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.)

A total of 3 professional development days were added to the SCTA work calendar, which is 1 more additional than the 21-22 fiscal year.

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

The portion of the MOU funded by ESSER III funds will require the ESSER III Plan to be adjusted and funds redirected from program actions to employee salary and benefit costs. Ongoing costs will require an adjustment to balance revenue and expenditures which may have a negative impact on instructional and support programs.

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

Reopeners for compensation for the 2022-23 fiscal year.

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

SCTA agrees to withdraw pending unfair practice charges filed against the District.

F. Source of Funding for Proposed Agreement:

1. Current Year

Combination of ESSER III funds and 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?

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.)

This is a multi year agreement with an end date of June 30, 2022. The ongoing cost of 4% will be funded using unrestricted and restricted funds from the General Fund, the Charter fund, Adult Education Fund, Bond Fund, and Child Development fund.

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
SCTA & SEIU Combined**

Bargaining Unit:

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	\$ 434,484,520		\$ (47,008,294)	\$ 387,476,226
Federal Revenue	8100-8299	\$ 156,000		\$ -	\$ 156,000
Other State Revenue	8300-8599	\$ 7,370,623		\$ -	\$ 7,370,623
Other Local Revenue	8600-8799	\$ 5,943,214		\$ -	\$ 5,943,214
TOTAL REVENUES		\$ 447,954,357		\$ (47,008,294)	\$ 400,946,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 163,470,967	\$ 14,680,363	\$ (7,106,340)	\$ 171,044,990
Classified Salaries	2000-2999	\$ 36,265,771	\$ 16,452,091	\$ (1,240,059)	\$ 51,477,803
Employee Benefits	3000-3999	\$ 113,246,588	\$ 8,906,862	\$ -	\$ 122,153,450
Books and Supplies	4000-4999	\$ 11,365,824		\$ -	\$ 11,365,824
Services and Other Operating Expenditures	5000-5999	\$ 22,461,337		\$ -	\$ 22,461,337
Capital Outlay	6000-6999	\$ 374,340		\$ -	\$ 374,340
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (10,544,449)		\$ -	\$ (10,544,449)
TOTAL EXPENDITURES		\$ 337,790,379	\$ 40,039,316	\$ (8,346,399)	\$ 369,483,296
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000		\$ 242,579	\$ 508,579
Contributions	8980-8999	\$ (92,324,656)	\$ -	\$ -	\$ (92,324,656)
OPERATING SURPLUS (DEFICIT)*		\$ 19,865,076	\$ (40,039,316)	\$ (38,904,474)	\$ (59,078,714)
BEGINNING FUND BALANCE					
	9791	\$ 103,708,114			\$ 103,708,114
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 123,573,191	\$ (40,039,316)	\$ (38,904,474)	\$ 44,629,401
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740				
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ (2,529,313)	\$ 8,649,207
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,478	\$ (40,039,316)	\$ (36,375,162)	\$ -

*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
SCTA & SEIU Combined

Bargaining Unit:

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	\$ 2,240,374		\$ -	\$ 2,240,374
Federal Revenue	8100-8299	\$ 181,210,094		\$ -	\$ 181,210,094
Other State Revenue	8300-8599	\$ 83,087,731		\$ -	\$ 83,087,731
Other Local Revenue	8600-8799	\$ 2,812,860		\$ -	\$ 2,812,860
TOTAL REVENUES		\$ 269,351,058		\$ -	\$ 269,351,058
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 68,244,978	\$ 11,812,911	\$ (2,966,716)	\$ 77,091,173
Classified Salaries	2000-2999	\$ 30,125,734	\$ 918,822	\$ (783,358)	\$ 30,261,198
Employee Benefits	3000-3999	\$ 76,338,642	\$ 3,370,232	\$ 80,342	\$ 79,789,216
Books and Supplies	4000-4999	\$ 67,283,546		\$ (12,023,089)	\$ 55,260,457
Services and Other Operating Expenditures	5000-5999	\$ 112,406,822		\$ -	\$ 112,406,822
Capital Outlay	6000-6999	\$ 13,473,853		\$ -	\$ 13,473,853
Other Outgo (excluding Indirect Costs)	7100-7299			\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 9,388,310		\$ -	\$ 9,388,310
TOTAL EXPENDITURES		\$ 377,261,885	\$ 16,101,965	\$ (15,692,821)	\$ 377,671,029
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)*		\$ (15,586,171)	\$ (16,101,965)	\$ 15,692,821	\$ (15,995,315)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 6,612,433	\$ (16,101,965)	\$ 15,692,821	\$ 6,203,289
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,612,433	\$ -	\$ (409,145)	\$ 6,203,288
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (16,101,965)	\$ 16,101,966	\$ 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:

SCTA & SEIU Combined

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	\$ 436,724,894		\$ (47,008,294)	\$ 389,716,600
Federal Revenue	8100-8299	\$ 181,366,094		\$ -	\$ 181,366,094
Other State Revenue	8300-8599	\$ 90,458,354		\$ -	\$ 90,458,354
Other Local Revenue	8600-8799	\$ 8,756,074		\$ -	\$ 8,756,074
TOTAL REVENUES		\$ 717,305,415		\$ (47,008,294)	\$ 670,297,121
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 231,715,946	\$ 26,493,274	\$ (10,073,056)	\$ 248,136,164
Classified Salaries	2000-2999	\$ 66,391,505	\$ 17,370,913	\$ (2,023,417)	\$ 81,739,001
Employee Benefits	3000-3999	\$ 189,585,230	\$ 12,277,094	\$ 80,342	\$ 201,942,666
Books and Supplies	4000-4999	\$ 78,649,370		\$ (12,023,089)	\$ 66,626,281
Services and Other Operating Expenditures	5000-5999	\$ 134,868,159		\$ -	\$ 134,868,159
Capital Outlay	6000-6999	\$ 13,848,193		\$ -	\$ 13,848,193
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (1,156,139)		\$ -	\$ (1,156,139)
TOTAL EXPENDITURES		\$ 715,052,264	\$ 56,141,281	\$ (24,039,220)	\$ 747,154,325
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000	\$ -	\$ 242,579	\$ 508,579
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 4,278,906	\$ (56,141,281)	\$ (23,211,653)	\$ (75,074,028)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9791 9793/9795	\$ 125,906,717 \$ -			\$ 125,906,717 \$ -
ENDING FUND BALANCE		\$ 130,185,623	\$ (56,141,281)	\$ (23,211,653)	\$ 50,832,689
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740	\$ 6,612,433	\$ -	\$ (409,145)	\$ 6,203,288
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ (2,529,313)	\$ 8,649,207
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,477	\$ (56,141,281)	\$ (20,273,196)	\$ 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 11 - Adult Education Fund

Bargaining Unit:

SCTA & SEIU Combined

		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	\$ 67,309	\$ -	\$ 1,698,745
Classified Salaries	2000-2999	\$ 1,455,440	\$ 46,754	\$ -	\$ 1,502,194
Employee Benefits	3000-3999	\$ 2,250,757	\$ 28,934	\$ -	\$ 2,279,691
Books and Supplies	4000-4999	\$ 471,524		\$ (93,857)	\$ 377,667
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	\$ 142,997	\$ (93,857)	\$ 7,313,505
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 49,140	\$ 49,140
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (119,572)	\$ (142,997)	\$ 142,997	\$ (119,572)
BEGINNING FUND BALANCE					
	9791	\$ 801,095			\$ 801,095
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 681,523	\$ (142,997)	\$ 142,997	\$ 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	\$ (142,997)	\$ 142,997	\$ 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:

SCTA & SEIU Combined

		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	\$ 189,683	\$ -	\$ 5,295,167
Classified Salaries	2000-2999	\$ 2,084,360	\$ 82,855	\$ -	\$ 2,167,215
Employee Benefits	3000-3999	\$ 5,280,872	\$ 65,616	\$ -	\$ 5,346,488
Books and Supplies	4000-4999	\$ 2,302,749		\$ (309,714)	\$ 1,993,035
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	\$ 338,154	\$ (309,714)	\$ 15,566,052
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 28,440	\$ 28,440
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (226,662)	\$ (338,154)	\$ 338,154	\$ (226,662)
BEGINNING FUND BALANCE					
	9791	\$ 413,039			\$ 413,039
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 186,377	\$ (338,154)	\$ 338,154	\$ 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	\$ (338,154)	\$ 338,154	\$ 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:

SCTA & SEIU Combined

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	\$ 249,693	\$ -	\$ 8,201,836
Employee Benefits	3000-3999	\$ 7,530,244	\$ 101,105	\$ -	\$ 7,631,349
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	\$ 350,798	\$ -	\$ 32,781,767
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (759,457)	\$ (350,798)	\$ -	\$ (1,110,255)
BEGINNING FUND BALANCE					
	9791	\$ 16,414,434			\$ 16,414,434
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 15,654,977	\$ (350,798)	\$ -	\$ 15,304,179
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	\$ -	\$ (350,798)	\$ -	\$ (350,798)

*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: **SCTA & SEIU Combined**

Object Code	Column 1 Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 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	\$ 314,438	\$ -	\$ 8,546,528
Classified Salaries 2000-2999	\$ 1,087,265	\$ 34,801	\$ -	\$ 1,122,066
Employee Benefits 3000-3999	\$ 6,132,361	\$ 75,382	\$ -	\$ 6,207,743
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	\$ 424,621	\$ -	\$ 19,536,567
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 266,000	\$ -	\$ 165,000	\$ 431,000
Transfers Out and Other Uses 7600-7699	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
OPERATING SURPLUS (DEFICIT)*	\$ (1,028,325)	\$ (424,621)	\$ 165,000	\$ (1,287,946)
BEGINNING FUND BALANCE				
9791	\$ 6,381,614			\$ 6,381,614
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 5,353,290	\$ (424,621)	\$ 165,000	\$ 5,093,668
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 1,117,062	\$ -	\$ -	\$ 1,117,062
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 4,236,228		\$ (259,622)	\$ 3,976,606
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (424,621)	\$ 424,622	\$ 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

Enter Fund: **Building Fund Fund 21**
Bargaining Unit: **SCTA & SEIU Combined**

		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	\$ 11,081	\$ -	\$ 666,859
Employee Benefits	3000-3999	\$ 404,813	\$ 4,443	\$ -	\$ 409,256
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	\$ 15,524	\$ -	\$ 33,006,366
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	\$ (15,524)	\$ -	\$ 48,123,181
BEGINNING FUND BALANCE					
	9791	\$ 34,418,837			\$ 34,418,837
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 82,557,542	\$ (15,524)	\$ -	\$ 82,542,018
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	\$ (15,524)	\$ -	\$ (15,524)

*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	\$ (47,008,294)	Penalties for instructional days loss and instructional time loss as a result o
Expenditures	\$ (8,346,399)	
Other Financing Sources/Uses	\$ (242,579)	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (15,692,821)	Adjustment to reflect TCS and Teamsters agreement entered into after Sec
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (93,857)	
Other Financing Sources/Uses	\$ 49,140	

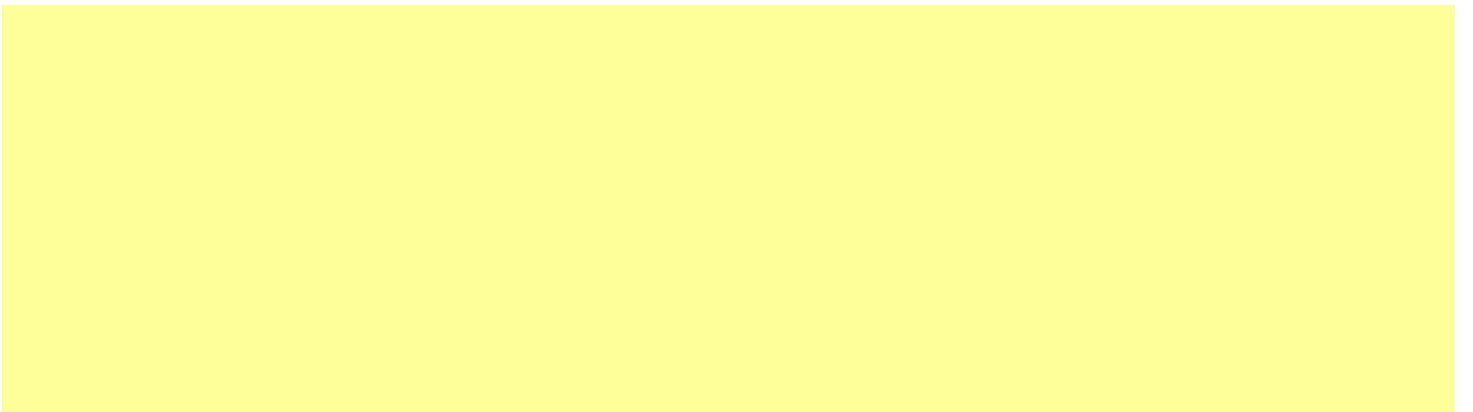
Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (309,714)	
Other Financing Sources/Uses	\$ 28,440	

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	\$ 165,000	

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:

SCTA & SEIU Combined

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	\$ 387,476,226	\$ 442,008,001	\$ 442,015,756
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	\$ 5,943,214	\$ 5,943,214	\$ 5,943,214
TOTAL REVENUES	\$ 400,946,063	\$ 455,477,838	\$ 455,485,593
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 171,044,990	\$ 169,346,577	\$ 170,170,841
Classified Salaries 2000-2999	\$ 51,477,803	\$ 37,773,367	\$ 37,978,006
Employee Benefits 3000-3999	\$ 122,153,450	\$ 125,992,976	\$ 130,062,823
Books and Supplies 4000-4999	\$ 11,365,824	\$ 8,137,338	\$ 12,541,003
Services and Other Operating Expenditures 5000-5999	\$ 22,461,337	\$ 25,612,244	\$ 24,961,910
Capital Outlay 6000-6999	\$ 374,340	\$ 72,200	\$ 72,200
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (10,544,449)	\$ (7,067,841)	\$ (7,067,841)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 369,483,296	\$ 361,016,861	\$ 369,868,942
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	\$ 508,579	\$ 508,579
Contributions 8980-8999	\$ (92,324,656)	\$ (96,922,460)	\$ (103,501,459)
OPERATING SURPLUS (DEFICIT)*	\$ (59,078,714)	\$ (678,308)	\$ (16,101,633)
BEGINNING FUND BALANCE			
9791	\$ 103,708,114	\$ 44,629,401	\$ 43,951,092
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 44,629,401	\$ 43,951,092	\$ 27,849,459
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ -	\$ -
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 8,649,207	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 35,651,325	\$ 12,494,276	\$ 12,824,502
Unassigned/Unappropriated Amount 9790	\$ -	\$ 31,456,816	\$ 15,024,957

*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:

SCTA & SEIU Combined

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	\$ 181,210,094	\$ 92,877,889	\$ 93,548,973
Other State Revenue 8300-8599	\$ 83,087,731	\$ 71,845,608	\$ 71,845,608
Other Local Revenue 8600-8799	\$ 2,812,860	\$ 219,748	\$ 219,748
TOTAL REVENUES	\$ 269,351,058	\$ 167,183,619	\$ 167,854,703
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 77,091,173	\$ 59,001,252	\$ 61,581,399
Classified Salaries 2000-2999	\$ 30,261,198	\$ 27,091,135	\$ 27,820,922
Employee Benefits 3000-3999	\$ 79,789,216	\$ 73,034,256	\$ 75,594,649
Books and Supplies 4000-4999	\$ 55,260,457	\$ 31,411,051	\$ 31,951,103
Services and Other Operating Expenditures 5000-5999	\$ 112,406,822	\$ 61,274,728	\$ 63,691,780
Capital Outlay 6000-6999	\$ 13,473,853	\$ 7,839,732	\$ 7,839,732
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 9,388,310	\$ 6,593,125	\$ 6,593,125
Other Adjustments		\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES	\$ 377,671,029	\$ 263,696,935	\$ 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)*	\$ (15,995,315)	\$ 409,144	\$ -
BEGINNING FUND BALANCE			
9791	\$ 22,198,603	\$ 6,203,289	\$ 6,612,433
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 6,203,289	\$ 6,612,433	\$ 6,612,433
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 6,203,288	\$ 6,612,433	\$ 6,612,433
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: SCTA & SEIU Combined

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	\$ 389,716,600	\$ 444,248,375	\$ 444,256,130
Federal Revenue 8100-8299	\$ 181,366,094	\$ 93,033,889	\$ 93,704,973
Other State Revenue 8300-8599	\$ 90,458,354	\$ 79,216,231	\$ 79,216,231
Other Local Revenue 8600-8799	\$ 8,756,074	\$ 6,162,962	\$ 6,162,962
TOTAL REVENUES	\$ 670,297,121	\$ 622,661,457	\$ 623,340,296
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 248,136,164	\$ 228,347,830	\$ 231,752,240
Classified Salaries 2000-2999	\$ 81,739,001	\$ 64,864,502	\$ 65,798,928
Employee Benefits 3000-3999	\$ 201,942,666	\$ 199,027,232	\$ 205,657,472
Books and Supplies 4000-4999	\$ 66,626,281	\$ 39,548,389	\$ 44,492,106
Services and Other Operating Expenditures 5000-5999	\$ 134,868,159	\$ 86,886,972	\$ 88,653,690
Capital Outlay 6000-6999	\$ 13,848,193	\$ 7,911,932	\$ 7,911,932
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (1,156,139)	\$ (474,716)	\$ (474,716)
Other Adjustments		\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES	\$ 747,154,325	\$ 624,713,796	\$ 641,225,104
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	\$ 508,579	\$ 508,579
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (75,074,028)	\$ (269,164)	\$ (16,101,633)
BEGINNING FUND BALANCE			
9791	\$ 125,906,717	\$ 50,832,689	\$ 50,563,525
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 50,832,689	\$ 50,563,525	\$ 34,461,891
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ -	\$ -
Restricted 9740	\$ 6,203,288	\$ 6,612,433	\$ 6,612,433
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 8,649,207	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 35,651,325	\$ 12,494,276	\$ 12,824,502
Unassigned/Unappropriated Amount 9790	\$ 0	\$ 31,456,816	\$ 15,024,957

*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)	\$ 747,662,904	\$ 625,222,375	\$ 641,733,683
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 747,662,904	\$ 625,222,375	\$ 641,733,683
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)	\$ 14,953,258	\$ 12,504,448	\$ 12,834,674

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 35,651,325	\$ 12,494,276	\$ 12,824,502
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ 31,456,816	\$ 15,024,957
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	\$ 35,651,325	\$ 43,951,092	\$ 27,849,459
f.	Reserve for Economic Uncertainties Percentage	4.77%	7.03%	4.34%

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	\$ 57,413,377
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (56,141,281)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (142,997)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (338,154)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (350,798)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (15,524)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (424,621)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (57,413,375)

Variance \$ 2

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.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 4,278,906	0.6%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (75,074,028)	(10.0%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (269,164)	(0.0%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (16,101,633)	(2.5%)	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,548,344)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (3,716,548)	

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, 2019 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	\$ (46,765,714)
Expenditures/Transfers Out and Other Uses	\$ 33,213,163
Ending Balance(s) Increase/(Decrease)	\$ (79,978,877)

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 12,950,812
Ending Balance(s) Increase/(Decrease)	\$ (12,950,812)

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.

K. CERTIFICATION NO. 2

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

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

Sacramento City Unified School District

District Name

**District Superintendent
(Signature)**

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on April 21, 2022, took action to approve the proposed agreement with the Sacramento City Teachers Association Bargaining Unit.

**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# 10.2

Meeting Date: April 21, 2022

Subject: Public Hearing: AB 1200 Public Disclosure and Approval of the following agreements between SCUSD and the Sacramento City Teachers Association:

- 2019-22 Successor Contract and COVID Reopening Schools
- Substitute Pay and Extra Work 2021-22 School Year
- Safely Reopening Schools to In-Person Instruction Services and Independent Study
- Nurse Extra Hours 2021-22 School Year

- 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 MOUs between SCUSD and Sacramento City Teachers Association for the 2019-20, 2020-21, 2021-22 year.

Background/Rationale: The MOUs for the Sacramento City Teachers Association were fully executed on April 3, 2022. They are non-precedent setting. Among other provisions, the MOUs provide:

- For 2021-22, a 4% on schedule salary increase for SCTA employees and a \$1,250 one-time stipend
- For 2020-21, a 3% One-time stipend for SCTA employees who worked during the 2020-21 year
- For 2019-20, a 3% One-time stipend for SCTA employees who worked during the 2019-20 year
- For 2021-22, a 25% increase substitute teacher rates
- For 2021-22, contract hourly rate pay and an additional 25% increase for staff who substitute on a prep period, teach a combined class, or voluntarily accept an out-of-regular assignment

- For 2021-22, fourteen additional days of paid sick leave for any substitute teacher who tests positive, is experience COVID symptoms, or is required to quarantine
- An additional ten days of COVID sick leave for the period of October 1, 2021 through December 31, 2021
- Nurses performing COVID related extra work to be paid at \$150 per hour for the extra work that extends their hours of work beyond their regular 6-hour day.
- For 2022-23, extension of contracted days to include three additional professional development days

Financial Considerations: One-time costs of \$22.4M and ongoing costs of \$11.2M in 2021-22, one-time costs of \$1.25M and ongoing costs of \$11.5M in 2022-23, and ongoing costs of \$11.68M in 2023-24.

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

Documents Attached:

1. MOU Between SCUSD and SCTA 2019-2022 Successor Contract and COVID Reopening Schools Negotiations April 3 2022
2. MOU Between SCUSD and SCTA - Substitute Pay & Extra Work 2021-2022 School Year - April 3, 2022
3. MOU Between SCUSD and SCTA - Safely Reopening Schools to In-Person Instruction Services & Independent Study - April 3 2022
4. MOU Between SCUSD and SCTA Nurse Extra Hours 2021 2022 School Year
5. MOU Between SCUSD and SCTA Temporarily Assigning Training Specialists to Fill Vacant Teaching Positions in the District
6. AB 1200 Disclosure

<p>Estimated Time of Presentation: 10 Minutes Submitted by: Rose Ramos, Chief Business & Operations Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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Memorandum of Understanding
Between
Sacramento City Unified School District (SCUSD)
&
Sacramento City Teachers Association (SCTA)

**Safely Reopening Schools to In-Person Instruction/Services
& Independent Study
April 3, 2022**

Section I: General Provisions

With the greatest concern for the health and safety of students, staff, and community, Sacramento City Unified School District (“SCUSD”) and the Sacramento City Teachers Association (“SCTA”) agree that the following safety standards shall be in place for the safe reopening of in-person learning and working at SCUSD school and worksites.

A. General Safety Protections

The District agrees to comply with guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the Sacramento County Department of Public Health (SCDPH), including, but not limited to:

1. CDPH “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year”, as updated from time to time.
2. SCDPH guidance applicable to schools.
3. The SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated March 11, 2022, subject to SCTA approval), except in instances where the SCUSD “Return to Health” plan conflicts with this MOU, wherein this MOU shall prevail.
4. All revisions and updates to the above health and safety guidelines. If any provision contained in this MOU conflicts with revised or updated guidelines, best practices, recommendations, and considerations from SCDPH or CDPH the Parties agree to meet and confer.

If any provision contained in this MOU conflicts with a provision of the Collective Bargaining Agreement between the Union and the District, the higher standard shall prevail. The District’s failure to adhere to the guidelines and regulations, including its “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021) shall be subject the grievance and arbitration Article of the SCTA-SCUSD collective bargaining agreement.

B. Health and Safety Committee

The District shall meet monthly with a committee of representatives from SCTA to continue conferring on health and safety matters related to COVID-19, including but not limited to ventilation, cleaning and disinfecting, community spread, contact tracing, and staff and student testing. The purpose of this committee is to ensure that each facility meets health and safety standards and to address concerns when raised. In addition, the committee will continue to further explore, on an ongoing basis, additional safety measures for District employees, students, and the public.

Section II: County Risk Level.

In the event that there is an increase in the County risk level or an outbreak at a school or work site such that the California Department of Public Health, the Sacramento County Department of Public Health or California Department of Occupational Health and Safety (Cal-OSHA) recommend the closure of the District, school site or work site, SCUSD will abide by said recommendation. The District will notify SCTA within twenty-four (24) hours of receipt of the recommendation.

The District shall evaluate standards, legal requirements, and recommendations that may determine when a school shall revert to distance learning due to staff absences that severely impede in-person student learning, consistent with the J-13 waiver process.

Section III: Vaccinations: The parties agree that the District will continue to seek opportunities to participate in partnerships with other agencies to provide unit members, students and community with opportunities to access vaccines. All District staff shall be required to be fully vaccinated against COVID by April 30, 2022, except those staff who have a medical exemption or religious/sincerely held belief exemptions that keeps them from being vaccinated. The District will make every attempt to facilitate SCTA bargaining unit member vaccinations as soon as possible, including booster COVID vaccinations, when such additional vaccination measures become available.

A. The District shall actively support and assist the Sacramento Department of Public Health to ensure the COVID-19 vaccine is widely available and easily accessible to staff, to the best of the District's ability, including the measures listed below:

B. The Parties shall communicate with all unit members in writing about the availability of the COVID-19 vaccine to them, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine;

C. The District shall provide to all unit members written educational materials about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates and shall encourage them to be vaccinated against COVID-19;

D. Unit members may use 2-hours to be vaccinated during their work hours without loss of pay. In extenuating circumstances, unit members shall be able to utilize more than 2-hours of paid time in

order to be vaccinated. If unit members make an appointment during the contractual day, they will work with their site administrator on how to accommodate.

E. Prior to April 30, 2022 and pursuant to Governor Newsom's August 11, 2021 Executive Order on vaccinations for school employees, staff must show proof of vaccination, or be subject to regular testing. Bargaining unit members will be required to provide proof of vaccination (full course of 1 dose or 2 dose vaccine) to the District by April 30, 2022. Bargaining unit members may submit proof of vaccination by going to the District's vaccine portal at <https://www.scusd.edu/vaccinations>. Bargaining unit members who are vaccinated after April 30, 2022, may request to present vaccination proof at a later date through the District's vaccination portal.

According to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

F. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

G. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated and be required to test weekly.

H. Confidentiality: The district will take all reasonable efforts to ensure the confidentiality of vaccination and testing data and information.

Section IV: Testing

As State and County testing guidelines and directives evolve, the District shall comply with current guidelines. Used in combination with other mitigation strategies, COVID testing is an additional strategy to support safer in-person instruction. Testing may allow for early identification of cases and exclusion from school to prevent transmission. A negative test provides information only for the moment in time when the sample is collected. Individuals may become infectious shortly after having a negative test, therefore we must maintain all other public health mitigation strategies already in practice.

Beginning October 15, 2021, the District shall provide COVID testing for all students and staff

returning to any school or worksite, and shall continue to offer testing for all students and staff at least weekly, subject to availability of testing materials and staff. The District shall continue to make free COVID testing available to students and staff during normal work hours at each school and worksite that is open, with every effort made to ensure result turn-around time within forty-eight (48) hours of testing.

The District shall require non-District personnel who are contracted by the District to provide services to be tested at the same cadence as District staff for so long as non-District personnel are providing services at the school or District site where District personnel will come into contact with non-District personnel.

The District shall also adhere to Cal-OSHA testing requirements during an “outbreak” (3 or more COVID cases at a Cal-OSHA defined exposed workplace per 14-day period) and a “major outbreak” (20 or more COVID cases at a Cal-OSHA defined exposed workplace per 30 days) that call for immediate testing and weekly tests for employees during an outbreak, and immediate testing and twice weekly testing for employees during a major outbreak, among other measures.

The District shall create and maintain a Public Dashboard that reports all instances of positive cases at all schools and worksites. The Dashboard shall be updated at least twice weekly with reported confirmed positive tests. All numbers on the Frontline Dashboard will be updated and reported weekly.

Section V: Health Screenings

1. All persons will self- screen for COVID-19 symptoms and exposure before they are allowed to enter school grounds and District facilities. The District will contract to provide medical assistants to assist with COVID testing, and when not testing they can also assist with screening, providing supervision of the care room if/when needed, ensuring health and safety measures are in place and contact tracing.

Symptoms to be screened for include:

- a. Fever 100.4 degrees Fahrenheit or higher
- b. Cough
- c. Shortness of breath or difficulty breathing
- d. Fatigue
- e. Muscle or body aches
- f. Headache
- g. New loss of taste or smell
- h. Sore throat
- i. Congestion or runny nose
- j. Nausea or vomiting
- k. Diarrhea
- l. Chills

Section VI: Protocol for Monitoring COVID 19 Symptoms and Positive Cases

- A. Students and staff who do not pass screening as provided in section V of this MOU or who become symptomatic during the day will be sent home immediately. Such students will wait in an isolation area (Care Room) until they are picked up by a parent or authorized guardian. When available, the District shall staff the Care Room with medical personnel, consistent with Section V, Health Screenings, above.

- B. The District's contact tracing program and monitoring requires designated staff to take appropriate action to mitigate the spread of COVID-19, to communicate messages tailored to the various stakeholders, and to complete the necessary documentation in accordance with state and local COVID-19 reporting requirements.
- C. The District's Contact tracing program will be in writing, as set forth in the District's "Return to Health Plan," dated March 11, 2022, readily available to staff and made viewable to the public while maintaining the necessary confidentiality of personally identifiable information. The plan should contain names and roles for those responsible for each step of the tracing, as well as make available the related information to facilitate the tracing (attendance rosters, classroom seating charts, room assignments, campus maps, etc.).
- D. The District shall partner closely with the Sacramento County Department of Public Health for a robust contact tracing program.
- E. **SCUSD Monitoring Program** – Any student or staff who goes home with or reports COVID-19 like symptoms, has tested positive for COVID-19, or has been identified as a close contact will be documented in the COVID-19 Confidential Illness Log to monitor students and staff who are home on isolation or quarantine.
 - 1. For students, site staff will give appropriate guidance on when to return to school based on the SCDPH Quick Guide COVID-19 Protocols and provide a written communication indicating when the student may return based on current guidance from state and local departments of public health.
 - 2. Site staff will inform appropriate staff on a need-to-know basis about student or staff return to school date while maintaining confidentiality.

F. Notification

Notification of positive cases and Cal-OSHA defined outbreaks shall be provided to staff and their union representatives within 24 hours of potential exposures and outbreaks. In compliance with AB 685, this notification to Union representatives and their unit members shall include the following:

- 1. Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as anti-retaliation and antidiscrimination protections of the employee; and
- 2. The disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.
- 3. The District will continue to provide notice to staff, students and families consistent with the notification method that was in place during the 2020-21 school year.

G. Extension of SB95 COVID Sick Leave Provisions: In order to limit the spread of COVID, staff who are exhibiting symptoms of COVID are encouraged to stay home from work. In addition to the eighty hours of COVID sick leave provided by SB 95 (which expired on September 30, 2021), the District will provide an additional ten days of COVID sick leave for the remainder of the 2021-22 school year, retroactive to October 1, 2021 and through December 31, 2021, after which the COVID sick leave required by state law SB114 shall apply. Such leave will be provided for employees who request it (within 60 days) of ratification and approval of this agreement) for COVID-related illness during the applicable timeline. Such sick leave will be separate and apart from any other sick leave or days off that employees are entitled to.

H. Quarantine Leave: Any staff member identified as a close contact who must quarantine as a result of a work-place exposure will not suffer a loss of pay or sick leave. Teachers who are required to quarantine for COVID-19 related reasons may volunteer to provide instruction remotely via Zoom to students in the classroom while those students are supervised by a substitute and that such teachers be compensated at the bargaining unit members contractual hourly rate for the additional time needed to prepare for such Zoom instruction.

I. Return to Work Criteria: The District will adhere to Cal-OSHA, CDPH, and SCDPH guidance for confirmed or suspected cases of COVID-19 in a school.

Section VII: COVID Hygiene

The District shall comply with the COVID-19 hygiene, distancing, and masking standards mandated by the State and County Department of Public Health Directives and incorporated in the SCUSD “Return to Health: Health and Safety Plan During COVID-19” (dated August 5, 2021).

A. Physical Distancing

The District shall limit occupancy of bathrooms, elevators, locker rooms, staff rooms, offices, warehouses, and conference rooms, and any other shared work or school spaces shall be consistent with CDPH guidelines and enable individuals to maintain as much physical distance as possible.

B. Face masks and Cloth Face Coverings

1. The District shall make available disposable N95 or KN95 masks to staff to wear while on school grounds if staff or students may have forgotten a mask. Face shields with cloth drapes will be provided for members upon request and may be used to the extent provided by CDPH guidance.
2. The SCUSD masking policy adopted by the Governing Board and effective March 12, 2022:
 - When Sacramento County falls to the “low community level” per Center for Disease Control (CDC) category, and remains there for four consecutive weeks, SCUSD will align with the CDPH guidance to strongly recommend masking, but not require

masks to be worn in school settings. Until that category is met, SCUSD's mask requirement remains in effect for all staff, students and visitors.

- A return to the "high" community COVID transmission level per CDC metrics would trigger a required return to indoor masking. SCUSD would also consider resuming the masking requirement if Sacramento County entered "medium" community level depending on global/national/local trends.
- SCUSD's masking requirement would also resume if state or local public health officials issue a future order for school masking.

C. Sanitation Stations

The District will ensure that hand washing stations and sanitizing supplies (including paper towels, tissues, hand sanitizer with at least sixty percent (60%) ethyl alcohol, and disinfectant wipes) are easily accessible in all areas frequented by staff.

D. Personal Protective Equipment (PPE)

1. The Centers for Disease Control and Prevention (CDC) does not recommend personal protective equipment (PPE) beyond a face covering when interacting with asymptomatic individuals who are not known to have COVID-19.
2. PPE is not a substitute for environmental safety measures and should be used in conjunction with other safety measures such as wearing a face covering, physical distancing, ventilation, partitions, and handwashing.
3. The District shall provide all necessary PPE to staff, including contractors, who provide specialized support services. This includes N95 and KN95 masks, face shields, and disposable gloves.
4. The District shall ensure that there is a two-month supply of Personal Protective Equipment in the warehouse, and each school/worksites will receive monthly deliveries of supplies, and on-demand as requested.

E. Ventilation and Filtration: The District will provide the following environments for in-person classroom instruction to take place in those spaces with:

1. Currently equipped with a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. For those occupied areas without a centralized HVAC system that provides air filtration with a minimum efficiency reporting value (MERV) of 13 or better, portable HEPA air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area will be used.

The above standards shall apply in each SCUSD facility classroom, auditorium, gymnasium, nurses' office, or other occupied area in which bargaining unit members are required to report to work.

- On or before September 2, 2021, and thereafter when any change occurs, SCUSD Facilities Director or other appropriate person or designee will provide to SCTA a

list by school and classrooms of which classrooms are equipped with MERV 13 filters and those in which portable HEPA filters are placed. The portable HEPA filters shall be appropriately maintained, according to manufacturers' recommendations.

- HVAC systems will begin running at least two (2) hours before the beginning of the school day and continue for at least two (2) hours after.
- Occupied spaces will only be used if they are equipped with an HVAC system that provide for the introduction of outside air into the occupied space, or if they are equipped with functional CO2 Monitors.
- Within two weeks of students returning to each school site, the site will be provided two (2) portable, battery-powered CO2 monitors, or loggers to check classrooms during their peak occupancy. Within two weeks of the resumption of in-person instruction at the site, District facilities staff will conduct a walk-through of each classroom while they are fully occupied to check CO2 levels, and will flag any classroom that registers over 1000 parts per million (ppm). If a classroom registers over 1000 ppm that classroom will not be used until the cause for the high CO2 level has been corrected. Certificated staff member may request a classroom check and be provided the use of the logger, if they detect an immediate problem or concern of a ventilation system failure.
- The District and SCTA agree to have a conversation around SCTA's interest in TAB certification.
- The District has retained a certified, independent third-party to review each and every HVAC unit in the District to ensure it is running at optimal efficiency. The third party will furnish a copy of his or her report to SCTA.

Section VIII: Cleaning and Disinfecting Plans

In compliance with regulations, guidance, and recommendations from the CDC, CDPH, Cal/OSHA, and SCDPH, the District shall adopt cleaning and disinfecting plans and training programs to prevent the spread of COVID-19. The cleaning and disinfecting plans shall adhere to CDC guidance in the current "Cleaning and Disinfecting your Facility," <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>, and to CDPH cleaning and disinfecting guidance in the current "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year". The District's cleaning and disinfecting plans shall be as set forth in the SCUSD "Return to Health: Health and Safety Plan During COVID-19" (dated August 5, 2021) and will be available for all staff and families to review.

When choosing disinfection products, the District will use those products approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and follow product instructions. To reduce the risk of asthma and other health effects related to disinfection, The District should select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment

program. The District will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthmatic attacks per [CDPH Industry Guidance](#).

Section IX: COVID-19 Prevention Program (CPP)

Parents and guardians of children attending school at the site will be notified in writing of the physical distancing, face covering, health screening, and other COVID-19 health and safety requirements for persons at each school site. Signage will be conspicuously posted at all entrances describing such requirements.

The sites with support from Central Office shall implement and monitor the CPP each day, fixing problems when they arise. The CPP shall contain all required elements as mandated by Cal-OSHA.

Section X: Staff and Staff with Dependents and Other Circumstances Related to Return to In-Person Instruction.

Employees who have a pre-existing medical condition may request an accommodation through the established interactive process pursuant to District Administrative Regulation 4032.

For those staff who have primary caregiver responsibility for a family member who has a serious health condition confirmed by their health care provider, the District will allow staff to continue to work remotely if the unit member can meet the essential functions of their position as determined through the interactive process with the Risk Management. If the District has a concern about a written recommendation from a health provider, consistent with past practice, SCUSD's Risk Management can follow up with bargaining unit member's health provider. The parties further agree that this accommodation for staff to work remotely applies only for the duration of this agreement.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from their medical provider. Individuals who have submitted requests for accommodation through the interactive process may be determined to qualify for a remote work assignment accommodation for the reopening of schools in-person concurrent model.

Accommodations may include, but are not limited to: the provision of personal protective equipment (PPE), heightened social distancing protocols, and remote working. If the unit member is unable to accept any accommodations, all unit members will be granted any and all available leaves under the CBA or state and federal leaves for which they qualify (e.g. permissive, FMLA).

Section XI: Instructional Model: Students who participate in independent study shall receive daily instruction consistent with AB 130. The District and SCTA agree to have a conversation around provision of independent study for students with disabilities. For 2021-2022 school year, Assembly Bill 130 mandates the following changes to the District's Independent Study program regarding student to teacher interaction.

Grade Span	New “Live Interaction” Requirement	New “Synchronous Instruction” Requirement
TK-3rd grade	Included in synchronous instruction	Daily
4-8th grade	Daily	Weekly
9-12th grade	Not required	Weekly

Pursuant to AB 130, “Live Interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

Pursuant to AB 130, “Synchronous Instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

A. Traditional In-Person Instruction:

1. The parties will implement a traditional, in-person instructional model.
2. In the event that students are required to quarantine, short term independent study shall be conducted consistent with Education Code, including but not limited to requirements for student/parent agreements and appropriate documentation of student participation and attendance. The parties will mutually agree on a standardized method of documentation of student participation and attendance. In the event a student needs to quarantine, the teachers of record and other services providers will assign instructional work to students through Google Classroom, packets, and consumables based on the learning needs of the individual student as determined by the teacher. Staff will be compensated for the extra time required to provide said instructional material, administrative processing, instruction or other services to students during short-term independent study. Staff will be compensated for all additional time worked at the contractual hourly rate of pay subject to regular District procedures including supervisor approval, which shall not be unreasonably denied.

B. Independent Study (traditional):

1. The District shall maintain traditional Independent Study options to students in compliance with AB 130, and subject to negotiations with SCTA.

C. The District shall also provide a non-concurrent Independent Study/Distance Learning Only option to students.

- a. The Independent Study options shall include the following provisions:

- i. **Right to Return to home school. During the 2021-22 school year,** students and staff will be allowed to return to their home school (within the same grade level/content area) when they return to in-person learning. For staff who complete the 2021-22 school year teaching Independent Study and who return to their home school at the beginning of the 2022-23 school year, they will be returned to their home school within the same grade level/content area based on enrollment. If the enrollment at the school does not provide for such a return in the 2022-23 school year, returning staff members will be treated as if they were part of the staffing complement for the 2021-22 school year with regarding to assignments and surplussing, subject to the provisions of the Collective Bargaining Agreement.
- ii. **Maintenance of Staff at Home School:** The District will maintain the staffing levels for certificated staff at the home school for 2021-22 school year. Students who disenroll from the home school to Cap City will continue to be counted in the enrollment numbers of the home school for staffing purposes.
- iii. **Filling of Non-traditional Independent Study Positions:** The District will post available, Independent Study positions, for application among bargaining unit members. Positions will be awarded first to certificated staff who need accommodations as set forth in Section X above. If vacancies remain after those positions have been awarded, positions will be awarded in order of seniority.
- iv. **Cap City Staffing:** Staffing for Independent Study at Cap City for those students enrolled in the traditional independent study program shall be consistent with the staffing model that was in place during the 2019-20 school year.
- v. The District offered voluntary professional development to unit members teaching in independent study to support their work prior to the 2021-2022 school year. Unit members electing to participate in this professional development will be paid at the contractual hourly rate.
- vi. The District will seek volunteers from the independent study teachers and other professional support staff as appropriate to meet with parents/guardians/students, participate in IEP team meetings, and perform other work before the beginning of their contractual work year in order to comply with AB 130. Unit members who volunteer and perform such

work will be paid at the contractual hourly rate. If there are more volunteers than hours available, hours will be assigned by seniority.

- vii. In addition to staff who are assigned to Capital City, teachers at any site may voluntarily provide virtual instruction in their current teaching and credentialed subject area and shall be provided per diem compensation at their contract hourly rate for eight (8) hours each week for students that are enrolled at Cap City. Such teachers shall be assigned no more than 10 students. Teachers shall provide any required daily live interaction and/or synchronous instruction (up to one [1] hour, based on grade level) consistent with AB 130 either individually or in a group setting as necessary to meet the needs of their individual students. The additional time (minimum of three hours) shall be teachers' prep time. Teachers shall use Google Classroom related to providing virtual instruction, and are responsible for assignments, assessment, attendance, grading, and parent communication. Teachers shall be supervised by Cap City administration relating to this independent study related work. The number of such per diem positions and length of service shall be as [as determined by the parties] based upon the District's needs through the end of the 2021-2022 school year. If there are more teachers who are interested in volunteering for such extra work than the work available, teachers shall be selected by seniority.

Section XII: Non-precedent setting: This agreement is non-precedent setting.

Section XIII: Expiration Date: This Agreement shall expire in full without precedent on the last day of the 2021-2022 traditional school year, unless extended by mutual written agreement. The parties agree to meet on or before May 31, 2022 to determine whether any the provisions of this MOU should be extended for the 2022-2023 school year.

For SCUSD:



4/4/22

Date

For SCTA:



4/3/22

Date

MEMORANDUM OF UNDERSTANDING
Between
Sacramento City Unified School District
&
Sacramento City Teachers Association

MOU Substitute Pay & Extra Work
2021-2022 School Year

April 3, 2022

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding the recruitment and retention of substitutes working in the District during 2021-2022 school year, extra work for certificated staff, and for providing transparency regarding the use of substitutes, and the combining of classes.

1. The District will pay assigned substitutes who work in the District during the 2021-2022 school year an additional 25% over their regular day-to-day (step 1) or long-term (step 2) substitute rates as noted on the salary schedule. Accordingly, the regular day-to-day (step 1) and long-term (step 2) rates are increased to \$182.49 and \$277.24 per day respectively. Substitute teachers working in long term positions at their daily contracted rate will not earn less than Step 2. Regular processes for obtaining substitutes shall be followed.
2. Extra Work for Staff: For staff who substitute during a prep period or free period, and staff filling in and who voluntarily accept an out-of-regular assignment (including accepting additional students on their caseload, or teaching a class that is temporarily combined when a teacher is absent and/or substitute coverage cannot be secured, or the duties of staff outside of our bargaining unit), the District will pay an additional 25% over the bargaining unit member's regular contractual hourly rate of pay for all time worked related to this work. Teachers providing these services will be paid at the next possible pay date following the submission of their timesheet. In addition, any elementary teacher who is not provided a prep period shall either a) receive an alternative prep period within five (5) working days of the missed prep period or b) receive pay for the missed prep at the bargaining unit member's contractual hourly rate of pay plus an additional 25%.
3. In addition to 3 days of sick leave provided for Substitute teachers, the district will provide an additional 14 days of paid sick leave for any substitute teacher who tests positive, is experiencing COVID symptoms or is required to quarantine.
4. When calculating differential pay for bargaining unit members, the District shall use the 2020-21 substitute rates for all unit members.
5. The district will make all efforts to reach out to prior substitute teachers who were removed from the substitute list in the summer of 2021 and upon request, immediately reinstate them to the substitute list.

6. Teachers holding a substitute teaching credential may be assigned, when necessary, to serve in an assignment for up to 60 cumulative days for any one assignment until July 2022. The district will work with SCTA to support eligible and interested substitute teachers to acquire their Career Substitute Permit.
7. The above increased substitute rates described in Paragraph 1 will be applied retroactively to the first day of school in the year 2021-22. The remaining provisions of this MOU will be applied upon ratification and approval of this Agreement.
8. Term of Agreement. This MOU is non-precedent setting. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it. The parties agree to meet on or before May 31, 2022 to determine whether any the provisions of this MOU should be extended for the 2022-2023 school year.


For the District:



Superintendent
Jorge A. Aguilar

Date: 4/4/22

For SCTA:



President
David Fisher

Date: 4/4/22

MEMORANDUM OF UNDERSTANDING
Between
Sacramento City Unified School District
&
Sacramento City Teachers Association

MOU Substitute Pay & Extra Work
2021-2022 School Year

April 3, 2022

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding the recruitment and retention of substitutes working in the District during 2021-2022 school year, extra work for certificated staff, and for providing transparency regarding the use of substitutes, and the combining of classes.

1. The District will pay assigned substitutes who work in the District during the 2021-2022 school year an additional 25% over their regular day-to-day (step 1) or long-term (step 2) substitute rates as noted on the salary schedule. Accordingly, the regular day-to-day (step 1) and long-term (step 2) rates are increased to \$182.49 and \$277.24 per day respectively. Substitute teachers working in long term positions at their daily contracted rate will not earn less than Step 2. Regular processes for obtaining substitutes shall be followed.
2. Extra Work for Staff: For staff who substitute during a prep period or free period, and staff filling in and who voluntarily accept an out-of-regular assignment (including accepting additional students on their caseload, or teaching a class that is temporarily combined when a teacher is absent and/or substitute coverage cannot be secured, or the duties of staff outside of our bargaining unit), the District will pay an additional 25% over the bargaining unit member's regular contractual hourly rate of pay for all time worked related to this work. Teachers providing these services will be paid at the next possible pay date following the submission of their timesheet. In addition, any elementary teacher who is not provided a prep period shall either a) receive an alternative prep period within five (5) working days of the missed prep period or b) receive pay for the missed prep at the bargaining unit member's contractual hourly rate of pay plus an additional 25%.
3. In addition to 3 days of sick leave provided for Substitute teachers, the district will provide an additional 14 days of paid sick leave for any substitute teacher who tests positive, is experiencing COVID symptoms or is required to quarantine.
4. When calculating differential pay for bargaining unit members, the District shall use the 2020-21 substitute rates for all unit members.
5. The district will make all efforts to reach out to prior substitute teachers who were removed from the substitute list in the summer of 2021 and upon request, immediately reinstate them to the substitute list.

6. Teachers holding a substitute teaching credential may be assigned, when necessary, to serve in an assignment for up to 60 cumulative days for any one assignment until July 2022. The district will work with SCTA to support eligible and interested substitute teachers to acquire their Career Substitute Permit.
7. The above increased substitute rates described in Paragraph 1 will be applied retroactively to the first day of school in the year 2021-22. The remaining provisions of this MOU will be applied upon ratification and approval of this Agreement.
8. Term of Agreement. This MOU is non-precedent setting. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it. The parties agree to meet on or before May 31, 2022 to determine whether any the provisions of this MOU should be extended for the 2022-2023 school year.

For the District:



Superintendent
Jorge A. Aguilar

Date: 4/4/22

For SCTA:



President
David Fisher

Date: 4/4/22

**Tentative Agreement between the
Sacramento City Unified School District and the
Sacramento City Teachers Association
2019-2022 Successor Contract and COVID/Reopening Schools Negotiations**

April 3, 2022

Recognizing the parties have been in prolonged labor negotiations over COVID/Reopening Schools and a successor contract and acknowledging that the COVID-19 pandemic has presented extreme challenges for students, employees, and families, in the interest of resolving the outstanding issues between the parties and ending the current strike, the Sacramento City Unified School District and the Sacramento City Teachers Association (SCTA) hereby agree as follows related to the 2019-2022 successor collective bargaining agreement and the 2021-2022 COVID/Reopening Schools negotiations:

1. COVID/Reopening Schools Negotiations

The District and SCTA agree that the following proposals completely resolve the parties' COVID/Reopening Schools negotiations for the 2021-2022 school year:

- a. Proposal on COVID Health and Safety and Independent Study dated April 3, 2022.
- b. Proposal on Substitutes, Combined Classes and Extra Work dated April 3, 2022.
- c. Tentative Agreement Between SCUSD and SCTA on Extra Work for School Nurses dated March 26, 2022.
- d. Tentative Agreement on Training Specialists dated March 26, 2022.

2. Successor Contract Negotiation

The Collective Bargaining Agreement will be extended through June 30, 2023, except as noted in Paragraph 9 (reopeners) with the following changes:

a. **Article 5 Hours of Employment**

Salary Increase for 2022-2023 for Three Additional Professional

Development Days: Three (3) additional professional development days will be added for the 2022-2023 school year only with a payment for these days.

The three (3) additional professional development days will be added to the 2022-2023 Calendar for all members and will be scheduled for August 29, 30, and 31, 2022, except that professional development days for staff at New Joseph Bonnheim Elementary and New Tech High School will be scheduled for the three work-days immediately preceding their start date.

The three (3) Professional Development days will be added to unit members' compensation and the SCTA salary schedules, as an extension to the Calendar

from 181 days to 184 days for the 2022-2023 school year only and meets the employees' CalSTRS pension credit and obligations.

On or before April 29, 2022, the District will share the content of and schedule for the Professional Development with SCTA, which will include building on the prior work during the current school year related to implicit bias and anti-racist training. The District will consult with the SCTA Equity Committee and representatives from EPOCH around the implicit bias and anti-racist training. The District will also consult with SCTA around the remaining professional development content for the 2022-2023 school year related to Multi-Tiered Systems of Support (MTSS) and Universal Design for Learning.

For those employees in special education, Early Learning and Care, and those with services credentials, the District will share the content of and schedule for the Professional Development with SCTA, that will include implicit bias and anti-racist training as well as more focused professional development more directly related to their discipline. The District will consult with SCTA around the remaining professional development content.

These Professional Development Days are mandatory and any employee who fails to attend or who does not have an excused absence will not receive pay for the days missed.

The Calendar will revert back to 181 days for the 2023-2024 school year and the three additional Professional Development Days come off the salary schedules.

b. **Article 12 Compensation**

3% One-time Stipend for 2019-2020: Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2019-2020 school year will receive a one-time stipend in the amount of 3% of their base 2019-2020 salary. This stipend will be prorated for part-time employees. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

3% One-time Stipend for 2020-2021: Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2020-2021 school year will receive a one-time stipend in the amount of 3% of their base 2020-2021 salary. This stipend will be prorated for part-time employees. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

4% Ongoing Salary Increase for 2021-2022: The certificated salary schedules will be increased by four (4) percent effective at the start of the 2021-2022 school year. This retroactive payment will be paid within ninety (90) days of final approval and ratification of this agreement.

One-time payment of \$1,250 for 2021-2022: Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$1,250. This stipend will be prorated for part-time employees. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

c. **Article 13 Employee Benefits**

Article 13 of the Collective Bargaining Agreement between the District and SCTA, as amended by the November 5, 2017 Tentative Agreement, is amended as follows:

13.1 **Health Insurance**

13.1.1 and 13.1.1.1 are deleted and replaced with:

13.1.1. The District shall provide all eligible employees with a choice of the Kaiser HMO Health plan and a mutually agreed upon alternative plan(s), which is currently HealthNet. Summary plan descriptions of the health plans are included in Appendix X.

13.1.1.1 The Board shall fully pay the cost of the above health insurance plans for eligible employees, and will pay one hundred percent (100%) of the premium cost for those dependents, including domestic partners and spouses covered by the plans. In the event that a unit member has a spouse or domestic partner who is also employed by the District, the District shall pay only for one plan to cover the unit member and his/her spouse/domestic partner, provided that the benefits for any individual teacher are not reduced.

13.1.2 The District and SCTA shall meet on or before April 20, 2022, to research health and welfare benefit provider pools and/or additional benefit provider options to increase benefit plan choices for employees. In the event that an agreement offering additional plans is not reached by August 31, 2022, the parties may mutually agree on any additional plans that will

be offered to employees and in the event plan changes are agreed to by the District and SCTA, the District and SCTA agree that the savings, as defined in section 13.1.6, will be applied in accordance with the priorities established by the parties in section 13.1.7.1.

- 13.1.3 **Maintenance of Benefit Levels.** Any alternative plan selected by the District and SCTA pursuant to 13.1.1 shall provide both equivalent covered benefits and an equivalent level of actuarial value to the existing HealthNet plan. "Actuarial value" means the overall percentage of expected medical costs that the health plan will cover, taking into account out-of-pocket maximums, co-payments, coinsurance or other financial characteristics of the overall plan design. Actuarial value shall be calculated in accordance with generally accepted actuarial principles and methodologies. In reviewing alternative plans, the District and SCTA shall assess the extent to which these plans maintain a provider network similar to the provider network currently available to unit members enrolled in HealthNet as of April 3, 2022.
- 13.1.4 In the event plan changes are agreed to on or before August 31, 2022, the District and SCTA agree that the savings, as defined in section 13.1.6, will be applied in accordance with the priorities established by the parties in section 13.1.7.
- 13.1.5 The annual anniversary date for health plan coverage and changes shall be January 1 with a plan year from January 1 to December 31 of any given year. If the parties agree to change benefits to a multi-employer purchasing pool, the anniversary date will be established by the multi-employer purchasing pool.
- 13.1.6 District savings for purposes of this section shall be defined as the difference between the total amount actually paid for health and welfare benefits for SCTA unit member premium costs before the benefit plan change as compared to the amount actually paid for health and welfare benefits for SCTA unit member premium costs after any plan changes and employee selection of plans has occurred. The calculation shall be based on the list of covered employees who participate in open enrollment. The overall health plan savings will be determined using the following method.
- 13.1.6.1 The current spending on health insurance (prior to any plan changes and selections taking effect) shall be determined by calculating the number of employees in each plan based on the enrollment categories (employee only, employee +1, employee + 2) times the annual cost for each enrollment

category. Such calculation shall determine the “baseline cost total.”

13.1.6.2 The new spending on health insurance shall be determined by calculating the number of employees in each plan based on the enrollment categories (employee only, employee +1, employee + 2) times the annual cost for each enrollment category. Such calculation shall determine the “new cost total.”

13.1.6.3 The “new cost total” will be subtracted from the “baseline cost total,” to determine the “total health plan savings.”

13.1.6.4 The above savings calculation shall apply to the open enrollment period only.

13.1.7 After the total health plan savings are calculated, the savings will be allocated beginning at the commencement of the next school year following the implementation of plan changes in the following priority order for the subsequent school year. In the event the total health plan savings is insufficient to fully fund each of the priorities, the savings will be used to fund the priorities in order and to the fullest extent of the available funding. Savings generated from total health plan savings prior to the start of the school year may be allocated by the District at its discretion. For example, if the parties agree to a health plan change that is implemented in January 2023, the District may allocate the savings achieved from January 2023 to the commencement of the 2023-24 school year at its discretion.

13.1.7.1 After determining the total health plan savings from plan changes pursuant to 13.1.1, the District and SCTA will meet to determine the number of FTE that will be added based on the total health plan savings. The District and SCTA agree that the FTE to be added will be for positions that directly support the District’s Multi-Tiered Systems of Support (MTSS) framework for enhancing equitable learning for all students. For purposes of determining how many positions will be added as the result of the total health plan savings, the salary will be determined using the average teacher salary, plus the average cost of health insurance, plus the average cost of statutory benefits. The total health plan savings shall be divided by the average teacher salary to determine the total number of FTE that may be hired using the total health plan savings. If, after

budgeting and posting for these positions, the District is unable to hire the requisite number of FTE, the District will be deemed compliant with this section by maintaining the budget and posting of the positions unless and until a reduction in force is necessary.

13.1.8 Employees who are enrolled in a District benefit plan and who show proof of other comparable health and welfare benefits and elect to disenroll or not to enroll in the District's benefit plan will receive \$250 per month as cash in lieu of benefits. The savings generated to the District by offering cash-in-lieu will not be considered "savings" for purposes of section 13.1.6 above.

3. **Student Assessments:** The District and SCTA will convene the Assessment Committee on or before May 1, 2022 to develop processes for monitoring student progress to further the work on MTSS and establish the common assessments.
4. **No Other Contract Changes:** All other terms of the July 1, 2016 to June 30, 2019 contract shall remain in full force and effect, except as modified by this Agreement.
5. **Creation of Working Group to Discuss Changes to Article 8 and Academic Calendar to Address Impediments, Including Timelines, to Filling Vacancies:** The District and SCTA will convene a working group to review the school calendar and Article 8, Vacancies and Transfers, to address impediments to filling vacancies and staffing our schools, and provide other recommendations related to the recruitment and retention of certificated employees in the District. This working group will be referred to as the Recruitment and Retention Committee.
6. **Creation of Workgroup to Address Ongoing Issues in Special Education, including Complying with Compensatory Services and Other Matters:** For the 2022-2023 school year only, the parties will create a Special Education Workgroup to discuss ongoing issues related to Special Education. The parties agree to meet at least every other month. [Not CBA language]
7. **Creation of Workgroup to Address Ongoing Issues in Early Learning and Care, including the Implementation of Expanded Pre-K and TK:** For the 2022-2023 school year only, the parties will create a Early Learning and Care Workgroup to discuss ongoing issues related to Child Development. The parties agree to meet at least every other month. [Not CBA language]
8. **Completion of Negotiations:** The parties agree that this Agreement closes all negotiations for the period of July 1, 2019 through June 30, 2022. The parties further agree that this Agreement closes all negotiations, except for reopeners on salary and one additional article selected by the District and one additional article selected by SCTA, for the period of July 1, 2022 to June 30, 2023

9. **Commitment to Start Negotiations on New Contract:** The parties will agree to resume negotiations on reopeners on or before December 1, 2022, with the shared goal of reaching agreement as soon as possible prior to the start of the 2023-2024 school year. The parties will meet not less than twice a month to make progress toward this goal. It is understood that the parties reserve the right to maintain their respective bargaining positions on all issues when negotiations resume for a successor contract. The District and SCTA agree that Article 12, Compensation, will be reopened for the 2022-2023 contract term, plus one additional article selected by the District and one additional article selected by SCTA.
10. **Withdrawal of Pending Unfair Practice Charges and Grievances:** The District and SCTA are committed to move forward in a positive direction and build on the momentum in reaching this Agreement. To that end, SCTA agrees to withdraw, with prejudice, all of its pending unfair practice charges filed against the District: PERB Case Nos. SA-CE-3041, SA-CE 3049, SA-CE 3070, SA-CE 3073, SA-CE 3075, SA-CE 3079, unnumbered unfair practice charge filed March 23, 2022, and AAA Case No. 01-22-0000-8245.

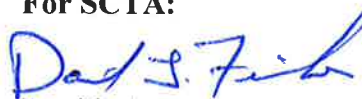
For the District:



Superintendent
Jorge A. Aguilar

Date: April 3, 2022

For SCTA:



President
David Fisher

Date: April 3, 2022

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
PROPOSED MEMORANDUM OF UNDERSTANDING**

**Between
Sacramento City Unified School District
&
Sacramento City Teachers Association**

MOU- Nurses Extra Hours
2021-2022 School Year

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding providing additional compensation for school nurses working extra hours, including conducting Covid-19 contact tracing and other Covid-related services to students.

1. Nurses who are requested by the Director of Student Support and Health Services or designee and agree to conduct contact tracing or other Covid-related extra work including COVID-related direct services to students will be paid \$150 per hour for this extra work that extends their hours of work beyond their regular 6-hour work day.
2. Additional hours will be assigned and must be pre-approved consistent with regular department protocols and will be recorded on a timesheet and submitted to the Department Director or designee within thirty (30) days of the date the work was performed. Approval will not be unreasonably denied.
3. The above increased rates will be applied retroactively to the first day of school in the year of 2021-2022.
4. This Agreement is not precedent setting.
5. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:



Superintendent
Jorge A. Aguilar

Date: 3/26/22

For SCTA:



President
David Fisher

Date: 2/3/22

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
SCTA Counterproposal Based on Fact-Finder's Recommendation

PROPOSED MEMORANDUM OF UNDERSTANDING

Between
Sacramento City Unified School District
&
Sacramento City Teachers Association

MOU- Temporarily Assigning Training Specialists to Fill Vacant Teaching Positions in the District

~~October 26, 2021~~
March 22, 2022

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding temporarily assigning Training Specialists to Fill Vacant Teaching Positions in the District.

- ~~1. The Parties agree that, notwithstanding Article 8 of the Collective Bargaining Agreement between the District and SCTA, the District may temporarily assign Training Specialists to fill vacant positions in the District while the District works to fill vacant positions to ensure that students have fully credentialed teachers teaching them.~~
- ~~3. The District will assign Training Specialists to the District's schools with the highest needs for fully credentialed teachers to fill vacant positions.~~
- ~~5. Training Specialists will be assigned to temporary positions based on their credentials.~~
- ~~7. Training Specialists will not be assigned to cover more than one site per day, except in the event of an emergency, a member may be required to provide supervision/subbing at a second site.~~
 1. Reliance on regular substitutes first, and then non-represented staff second, before using Training Specialists.
 2. Training specialists will not be assigned to fill vacant positions more than one full day per week as they have essential work to provide; if lack of supervision requires assignment more than once a week, a key administrator [insert name here] and the union will be notified.
 3. Participation is optional (voluntary).

4. Any training specialist who agrees to fill in for a vacancy will be compensated \$15 per 15 minute increment, up to a maximum of \$345 per day, in addition to their regular pay.

8.5. This Agreement is not precedent setting.

9.6. Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:



Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:



President
David Fisher

Date: 4/4/22

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S
SCTA Counterproposal Based on Fact-Finder's Recommendation**

PROPOSED MEMORANDUM OF UNDERSTANDING

Between

Sacramento City Unified School District

&

Sacramento City Teachers Association

MOU- Temporarily Assigning Training Specialists to Fill Vacant Teaching Positions in the District

October 26, 2021

March 22, 2022

Proposal

This Memorandum of Understanding (MOU) is between the Sacramento City Unified School District (District) and the Sacramento City Teachers Association (SCTA), collectively "the Parties," regarding temporarily assigning Training Specialists to Fill Vacant Teaching Positions in the District.

- ~~1. The Parties agree that, notwithstanding Article 8 of the Collective Bargaining Agreement between the District and SCTA, the District may temporarily assign Training Specialists to fill vacant positions in the District while the District works to fill vacant positions to ensure that students have fully credentialed teachers teaching them.~~
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- ~~5. Training Specialists will be assigned to temporary positions based on their credentials.~~
- ~~7. Training Specialists will not be assigned to cover more than one site per day, except in the event of an emergency, a member may be required to provide supervision/subbing at a second site.~~
 1. Reliance on regular substitutes first, and then non-represented staff second, before using Training Specialists.
 2. Training specialists will not be assigned to fill vacant positions more than one full day per week as they have essential work to provide; if lack of supervision requires assignment more than once a week, a key administrator [insert name here] and the union will be notified.
 3. Participation is optional (voluntary).

4. Any training specialist who agrees to fill in for a vacancy will be compensated \$15 per 15 minute increment, up to a maximum of \$345 per day, in addition to their regular pay.

~~8.5.~~ This Agreement is not precedent setting.

~~9.6.~~ Term of Agreement. This MOU expires on June 30, 2022, unless the Parties mutually agree to extend it.

For the District:



Superintendent
Jorge A. Aguilar

Date: _____

For SCTA:



President
David Fisher

Date: 4/4/22

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:	SCTA
Certificated, Classified, Other:	Certificated

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: **April 21, 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	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)			
		Annual Cost Prior to Proposed Settlement	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	\$ 220,261,291	\$ 8,838,323	\$ 8,962,060	\$ 9,087,529	
		4.01%	3.91%	3.82%	
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 18,226,381	\$ 1,039,324	\$ -	
Description of Other Compensation		One time stipends, nurse rate increase, sub sick days, sub rate	3 total PD Days, 1 more than 21-22		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 60,043,890	\$ 6,535,664	\$ 2,774,386	\$ 2,591,032	
		10.88%	4.17%	3.74%	
4. Health/Welfare Plans	\$ 51,579,256	\$ -	\$ -	\$ -	
		0.00%	0.00%	0.00%	
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 331,884,437	\$ 33,600,368	\$ 12,775,770	\$ 11,678,561	
		10.12%	3.50%	3.09%	
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	2,280.26				
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 145,547	\$ 14,735	\$ 5,603	\$ 5,122	
		10.12%	3.50%	3.09%	

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 negotiated change was a 4% salary increase ongoing. Additionally, a 3% one time stipend for 19-20, 3% one stipend for 20-21, and \$1,250 one time stipend for 21-22 were agreed upon. Other portions of the agreement include prep period coverage increased pay rate to the contractual rate plus 25%, substitute rates increased by 25%, 14 paid sick days for substitute employees, and a \$150 rate for Nurse extra duty related to COVID reasons.

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.

NA

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

A total of 3 professional development days were added to the SCTA work calendar, which is 1 more additional than the 21-22 fiscal year.

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

The portion of the MOU funded by ESSER III funds will require the ESSER III Plan to be adjusted and funds redirected from program actions to employee salary and benefit costs. Ongoing costs will require an adjustment to balance revenue and expenditures which may have a negative impact on instructional and support programs.

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

Reopeners for compensation for the 2022-23 fiscal year.

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

SCTA agrees to withdraw pending unfair practice charges filed against the District.

F. Source of Funding for Proposed Agreement:

1. Current Year

Combination of ESSER III funds and 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?

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.)

This is a multi year agreement with an end date of June 30, 2022. The ongoing cost of 4% will be funded using unrestricted and restricted funds from the General Fund, building fund, charter fund, adult ed fund and child development fund.

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
SCTA**

Bargaining Unit:

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	\$ 434,484,520		\$ (47,008,294)	\$ 387,476,226
Federal Revenue	8100-8299	\$ 156,000		\$ -	\$ 156,000
Other State Revenue	8300-8599	\$ 7,370,623		\$ -	\$ 7,370,623
Other Local Revenue	8600-8799	\$ 5,943,214		\$ -	\$ 5,943,214
TOTAL REVENUES		\$ 447,954,357		\$ (47,008,294)	\$ 400,946,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 163,470,967	\$ 14,680,363	\$ (7,106,340)	\$ 171,044,990
Classified Salaries	2000-2999	\$ 36,265,771		\$ (1,240,059)	\$ 35,025,712
Employee Benefits	3000-3999	\$ 113,246,588	\$ 3,439,796	\$ -	\$ 116,686,384
Books and Supplies	4000-4999	\$ 11,365,824		\$ -	\$ 11,365,824
Services and Other Operating Expenditures	5000-5999	\$ 22,461,337		\$ -	\$ 22,461,337
Capital Outlay	6000-6999	\$ 374,340		\$ -	\$ 374,340
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (10,544,449)		\$ -	\$ (10,544,449)
TOTAL EXPENDITURES		\$ 337,790,379	\$ 18,120,159	\$ (8,346,399)	\$ 347,564,139
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000	\$ -	\$ 163,920	\$ 429,920
Contributions	8980-8999	\$ (92,324,656)	\$ -	\$ -	\$ (92,324,656)
OPERATING SURPLUS (DEFICIT)*		\$ 19,865,076	\$ (18,120,159)	\$ (38,825,815)	\$ (37,080,898)
BEGINNING FUND BALANCE					
	9791	\$ 103,708,114			\$ 103,708,114
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 123,573,191	\$ (18,120,159)	\$ (38,825,815)	\$ 66,627,217
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740				
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ -	\$ 11,178,519
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,478	\$ (18,120,159)	\$ (38,825,815)	\$ 19,468,504

*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:

SCTA

		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	\$ 181,210,094		\$ -	\$ 181,210,094
Other State Revenue	8300-8599	\$ 83,087,731		\$ -	\$ 83,087,731
Other Local Revenue	8600-8799	\$ 2,812,860		\$ -	\$ 2,812,860
TOTAL REVENUES		\$ 269,351,058		\$ -	\$ 269,351,058
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 68,244,978	\$ 11,812,911	\$ (2,966,716)	\$ 77,091,173
Classified Salaries	2000-2999	\$ 30,125,734	\$ -	\$ (783,358)	\$ 29,342,376
Employee Benefits	3000-3999	\$ 76,338,642	\$ 2,979,467	\$ 80,342	\$ 79,398,451
Books and Supplies	4000-4999	\$ 67,283,546		\$ (12,023,089)	\$ 55,260,457
Services and Other Operating Expenditures	5000-5999	\$ 112,406,822		\$ -	\$ 112,406,822
Capital Outlay	6000-6999	\$ 13,473,853		\$ -	\$ 13,473,853
Other Outgo (excluding Indirect Costs)	7100-7299			\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 9,388,310		\$ -	\$ 9,388,310
TOTAL EXPENDITURES		\$ 377,261,885	\$ 14,792,378	\$ (15,692,821)	\$ 376,361,442
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)*		\$ (15,586,171)	\$ (14,792,378)	\$ 15,692,821	\$ (14,685,728)
BEGINNING FUND BALANCE					
	9791	\$ 22,198,603			\$ 22,198,603
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 6,612,433	\$ (14,792,378)	\$ 15,692,821	\$ 7,512,876
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,612,433	\$ -	\$ -	\$ 6,612,433
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (14,792,378)	\$ 15,692,821	\$ 900,443

*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:

SCTA

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	\$ 436,724,894		\$ (47,008,294)	\$ 389,716,600
Federal Revenue	8100-8299	\$ 181,366,094		\$ -	\$ 181,366,094
Other State Revenue	8300-8599	\$ 90,458,354		\$ -	\$ 90,458,354
Other Local Revenue	8600-8799	\$ 8,756,074		\$ -	\$ 8,756,074
TOTAL REVENUES		\$ 717,305,415		\$ (47,008,294)	\$ 670,297,121
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 231,715,946	\$ 26,493,274	\$ (10,073,056)	\$ 248,136,164
Classified Salaries	2000-2999	\$ 66,391,505	\$ -	\$ (2,023,417)	\$ 64,368,088
Employee Benefits	3000-3999	\$ 189,585,230	\$ 6,419,263	\$ 80,342	\$ 196,084,835
Books and Supplies	4000-4999	\$ 78,649,370		\$ (12,023,089)	\$ 66,626,281
Services and Other Operating Expenditures	5000-5999	\$ 134,868,159		\$ -	\$ 134,868,159
Capital Outlay	6000-6999	\$ 13,848,193		\$ -	\$ 13,848,193
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (1,156,139)		\$ -	\$ (1,156,139)
TOTAL EXPENDITURES		\$ 715,052,264	\$ 32,912,537	\$ (24,039,220)	\$ 723,925,581
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000	\$ -	\$ 163,920	\$ 429,920
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 4,278,906	\$ (32,912,537)	\$ (23,132,994)	\$ (51,766,625)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9791 9793/9795	\$ 125,906,717 \$ -			\$ 125,906,717 \$ -
ENDING FUND BALANCE		\$ 130,185,623	\$ (32,912,537)	\$ (23,132,994)	\$ 74,140,092
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740	\$ 6,612,433	\$ -	\$ -	\$ 6,612,433
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ -	\$ 11,178,519
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,477	\$ (32,912,537)	\$ (23,132,994)	\$ 20,368,946

*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:

SCTA

		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	\$ 67,309	\$ -	\$ 1,698,745
Classified Salaries	2000-2999	\$ 1,455,440	\$ -	\$ -	\$ 1,455,440
Employee Benefits	3000-3999	\$ 2,250,757	\$ 13,711	\$ -	\$ 2,264,468
Books and Supplies	4000-4999	\$ 471,524		\$ (58,313)	\$ 413,211
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	\$ 81,020	\$ (58,313)	\$ 7,287,072
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 22,707	\$ 22,707
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (119,572)	\$ (81,020)	\$ 81,020	\$ (119,572)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 681,523	\$ (81,020)	\$ 81,020	\$ 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	\$ (81,020)	\$ 81,020	\$ 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:

SCTA

		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	\$ 189,683	\$ -	\$ 5,295,167
Classified Salaries	2000-2999	\$ 2,084,360	\$ -	\$ -	\$ 2,084,360
Employee Benefits	3000-3999	\$ 5,280,872	\$ 38,638	\$ -	\$ 5,319,510
Books and Supplies	4000-4999	\$ 2,302,749		\$ (205,995)	\$ 2,096,754
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	\$ 228,321	\$ (205,995)	\$ 15,559,938
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 22,326	\$ 22,326
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (226,662)	\$ (228,321)	\$ 228,321	\$ (226,662)
BEGINNING FUND BALANCE					
	9791	\$ 413,039			\$ 413,039
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 186,377	\$ (228,321)	\$ 228,321	\$ 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	\$ (228,321)	\$ 228,321	\$ 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:

SCTA

		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					
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					
	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: **Building Fund Fund 21**
Bargaining Unit: **SCTA**

		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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

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

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				
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	\$ 314,438	\$ -	\$ 8,546,528
Classified Salaries 2000-2999	\$ 1,087,265	\$ -	\$ -	\$ 1,087,265
Employee Benefits 3000-3999	\$ 6,132,361	\$ 64,051	\$ -	\$ 6,196,412
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	\$ 378,490	\$ -	\$ 19,490,435
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 266,000	\$ -	\$ 118,887	\$ 384,887
Transfers Out and Other Uses 7600-7699	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
OPERATING SURPLUS (DEFICIT)*	\$ (1,028,325)	\$ (378,490)	\$ 118,887	\$ (1,287,927)
BEGINNING FUND BALANCE				
9791	\$ 6,381,614			\$ 6,381,614
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 5,353,290	\$ (378,490)	\$ 118,887	\$ 5,093,687
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 1,117,062	\$ (188,887)	\$ -	\$ 928,175
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 4,236,228	\$ (70,716)	\$ -	\$ 4,165,512
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (118,887)	\$ 118,887	\$ 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	\$ (47,008,294)	
Expenditures	\$ (8,346,399)	Potential strike day savings
Other Financing Sources/Uses	\$ (163,920)	Increase in contributions to other funds

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (15,692,821)	Adjustment to reflect TCS and Teamsters agreement entered into after Sec
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (58,313)	Adjustment to offset increase in salary and benefits
Other Financing Sources/Uses	\$ 22,707	Adjustment to offset increase in salary and benefits

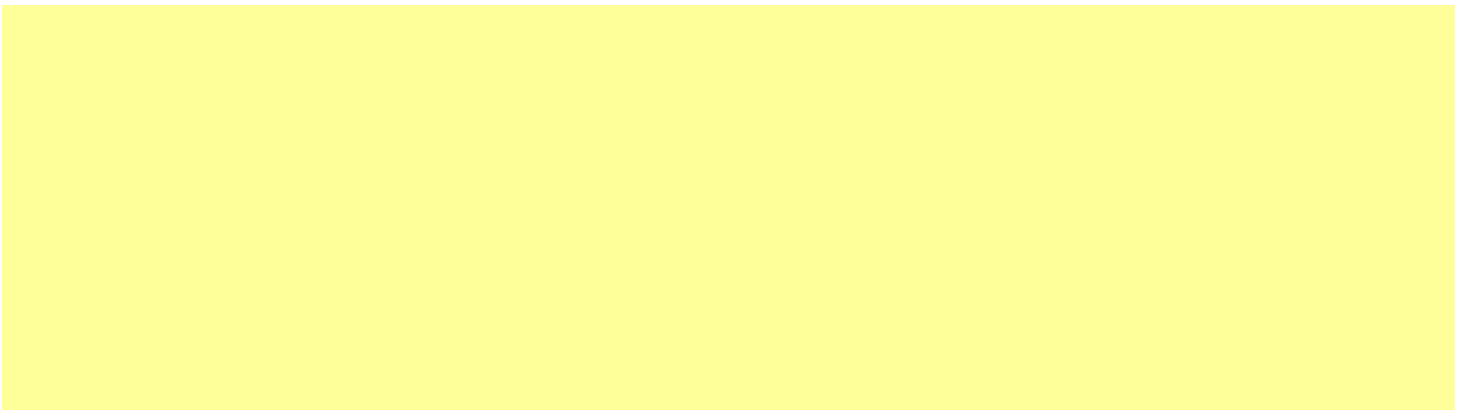
Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (205,995)	Adjustment to offset increase in salary and benefits
Other Financing Sources/Uses	\$ 22,326	Adjustment to offset increase in salary and benefits

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	\$ 118,887	Increase to transfers in to cover portion of increase costs.

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:

SCTA

		2021-22	2022-23	2023-24
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
Object Code				
REVENUES				
LCFF Revenue	8010-8099	\$ 387,476,226	\$ 442,008,001	\$ 442,015,756
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	\$ 5,943,214	\$ 5,943,214	\$ 5,943,214
TOTAL REVENUES		\$ 400,946,063	\$ 455,477,838	\$ 455,485,593
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 171,044,990	\$ 169,040,475	\$ 170,170,841
Classified Salaries	2000-2999	\$ 35,025,712	\$ 36,265,768	\$ 36,519,628
Employee Benefits	3000-3999	\$ 116,686,384	\$ 125,432,452	\$ 129,566,900
Books and Supplies	4000-4999	\$ 11,365,824	\$ 8,137,338	\$ 12,541,003
Services and Other Operating Expenditures	5000-5999	\$ 22,461,337	\$ 25,612,244	\$ 24,961,910
Capital Outlay	6000-6999	\$ 374,340	\$ 72,200	\$ 72,200
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (10,544,449)	\$ (7,067,841)	\$ (7,067,841)
Other Adjustments				\$ -
TOTAL EXPENDITURES		\$ 347,564,139	\$ 358,642,636	\$ 367,914,641
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	\$ 429,920	\$ 429,920	\$ 429,920
Contributions	8980-8999	\$ (92,324,656)	\$ (96,922,460)	\$ (103,501,459)
OPERATING SURPLUS (DEFICIT)*		\$ (37,080,898)	\$ 1,774,576	\$ (14,068,673)
BEGINNING FUND BALANCE				
	9791	\$ 103,708,114	\$ 66,627,217	\$ 68,401,792
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 66,627,217	\$ 68,401,792	\$ 54,333,119
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -
Restricted	9740			
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ 12,472,983	\$ 12,785,416
Unassigned/Unappropriated Amount	9790	\$ 19,468,504	\$ 55,928,809	\$ 41,547,703

*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:

SCTA

		SCTA		
		2021-22	2022-23	2023-24
Object Code		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	\$ 181,210,094	\$ 92,877,889	\$ 93,548,973
Other State Revenue	8300-8599	\$ 83,087,731	\$ 71,845,608	\$ 71,845,608
Other Local Revenue	8600-8799	\$ 2,812,860	\$ 219,748	\$ 219,748
TOTAL REVENUES		\$ 269,351,058	\$ 167,183,619	\$ 167,854,703
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 77,091,173	\$ 59,307,354	\$ 61,581,399
Classified Salaries	2000-2999	\$ 29,342,376	\$ 25,889,285	\$ 26,609,457
Employee Benefits	3000-3999	\$ 79,398,451	\$ 72,682,782	\$ 75,182,689
Books and Supplies	4000-4999	\$ 55,260,457	\$ 32,689,456	\$ 32,762,816
Services and Other Operating Expenditures	5000-5999	\$ 112,406,822	\$ 62,553,132	\$ 64,503,493
Capital Outlay	6000-6999	\$ 13,473,853	\$ 7,839,732	\$ 7,839,732
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 9,388,310	\$ 6,593,125	\$ 6,593,125
Other Adjustments			\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES		\$ 376,361,442	\$ 265,006,522	\$ 271,356,163
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)*		\$ (14,685,728)	\$ (900,442)	\$ (1)
BEGINNING FUND BALANCE				
	9791	\$ 22,198,603	\$ 7,512,876	\$ 6,612,433
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 7,512,876	\$ 6,612,433	\$ 6,612,433
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,612,433	\$ 6,612,433	\$ 6,612,433
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 900,443	\$ 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: SCTA

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	\$ 389,716,600	\$ 444,248,375	\$ 444,256,130
Federal Revenue 8100-8299	\$ 181,366,094	\$ 93,033,889	\$ 93,704,973
Other State Revenue 8300-8599	\$ 90,458,354	\$ 79,216,231	\$ 79,216,231
Other Local Revenue 8600-8799	\$ 8,756,074	\$ 6,162,962	\$ 6,162,962
TOTAL REVENUES	\$ 670,297,121	\$ 622,661,457	\$ 623,340,296
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 248,136,164	\$ 228,347,830	\$ 231,752,240
Classified Salaries 2000-2999	\$ 64,368,088	\$ 62,155,053	\$ 63,129,085
Employee Benefits 3000-3999	\$ 196,084,835	\$ 198,115,234	\$ 204,749,589
Books and Supplies 4000-4999	\$ 66,626,281	\$ 40,826,794	\$ 45,303,819
Services and Other Operating Expenditures 5000-5999	\$ 134,868,159	\$ 88,165,376	\$ 89,465,403
Capital Outlay 6000-6999	\$ 13,848,193	\$ 7,911,932	\$ 7,911,932
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (1,156,139)	\$ (474,716)	\$ (474,716)
Other Adjustments		\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES	\$ 723,925,581	\$ 623,649,158	\$ 639,270,804
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	\$ 429,920	\$ 429,920	\$ 429,920
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (51,766,625)	\$ 874,133	\$ (14,068,674)
BEGINNING FUND BALANCE			
9791	\$ 125,906,717	\$ 74,140,092	\$ 75,014,225
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 74,140,092	\$ 75,014,225	\$ 60,945,551
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ -	\$ -
Restricted 9740	\$ 6,612,433	\$ 6,612,433	\$ 6,612,433
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 11,178,519	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 35,651,325	\$ 12,472,983	\$ 12,785,416
Unassigned/Unappropriated Amount 9790	\$ 20,368,946	\$ 55,928,809	\$ 41,547,703

*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)	\$ 724,355,501	\$ 624,079,078	\$ 639,700,724
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 724,355,501	\$ 624,079,078	\$ 639,700,724
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)	\$ 14,487,110	\$ 12,481,582	\$ 12,794,014

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 35,651,325	\$ 12,472,983	\$ 12,785,416
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 19,468,504	\$ 55,928,809	\$ 41,547,703
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	\$ 55,119,829	\$ 68,401,792	\$ 54,333,119
f.	Reserve for Economic Uncertainties Percentage	7.61%	10.96%	8.49%

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	\$ 33,600,368
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (32,912,537)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (81,020)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (228,321)
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	\$ (378,490)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (33,600,368)

Variance \$ 0

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.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 4,278,906	0.6%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (51,766,625)	(7.1%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 874,133	0.1%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (14,068,674)	(2.2%)	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,548,344)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (3,716,548)	

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, 2019 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	\$ (46,844,374)
Expenditures/Transfers Out and Other Uses	\$ 9,460,760
Ending Balance(s) Increase/(Decrease)	\$ (56,305,134)

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ (47,008,294)
Expenditures/Transfers Out and Other Uses	\$ 12,230,939
Ending Balance(s) Increase/(Decrease)	\$ (59,239,233)

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

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on April 21, 2022, took action to approve the proposed agreement with the Sacramento City Teachers Association Bargaining Unit.

**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.

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:	SCTA & SEIU Combined
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: **April 21, 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	\$ 281,000,668	\$ 11,288,421	\$ 12,039,299	\$ 12,189,386
		4.02%	4.12%	4.01%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 33,572,381	\$ 1,100,119	\$ -
Description of Other Compensation		One time stipends, nurse rate increase, sub sick days, sub rate	3 total PD Days, 1 more than 21-22	
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 85,757,587	\$ 12,552,575	\$ 3,856,135	\$ 3,667,802
		14.64%	3.92%	3.59%
4. Health/Welfare Plans	\$ 81,551,878	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 448,310,133	\$ 57,413,377	\$ 16,995,553	\$ 15,857,188
		12.81%	3.36%	3.03%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	3,574.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 125,437	\$ 16,064	\$ 4,755	\$ 4,437
		12.81%	3.36%	3.03%

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 negotiated change was a 4% salary increase ongoing. Additionally, a 3% one time stipend for 19-20, 3% one stipend for 20-21, and \$1,250 one time stipend for 21-22 were agreed upon. Other portions of the agreement include prep period coverage increased pay rate to the contractual rate plus 25%, substitute rates increased by 25%, 14 paid sick days for substitute employees, and a \$150 rate for Nurse extra duty related to COVID reasons.

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.)

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.)

A total of 3 professional development days were added to the SCTA work calendar, which is 1 more additional than the 21-22 fiscal year.

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

The portion of the MOU funded by ESSER III funds will require the ESSER III Plan to be adjusted and funds redirected from program actions to employee salary and benefit costs. Ongoing costs will require an adjustment to balance revenue and expenditures which may have a negative impact on instructional and support programs.

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

Reopeners for compensation for the 2022-23 fiscal year.

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

SCTA agrees to withdraw pending unfair practice charges filed against the District.

F. Source of Funding for Proposed Agreement:

1. Current Year

Combination of ESSER III funds and 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?

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.)

This is a multi year agreement with an end date of June 30, 2022. The ongoing cost of 4% will be funded using unrestricted and restricted funds from the General Fund, the Charter fund, Adult Education Fund, Bond Fund, and Child Development fund.

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
SCTA & SEIU Combined**

Bargaining Unit:

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	\$ 434,484,520		\$ (47,008,294)	\$ 387,476,226
Federal Revenue	8100-8299	\$ 156,000		\$ -	\$ 156,000
Other State Revenue	8300-8599	\$ 7,370,623		\$ -	\$ 7,370,623
Other Local Revenue	8600-8799	\$ 5,943,214		\$ -	\$ 5,943,214
TOTAL REVENUES		\$ 447,954,357		\$ (47,008,294)	\$ 400,946,063
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 163,470,967	\$ 14,680,363	\$ (7,106,340)	\$ 171,044,990
Classified Salaries	2000-2999	\$ 36,265,771	\$ 16,452,091	\$ (1,240,059)	\$ 51,477,803
Employee Benefits	3000-3999	\$ 113,246,588	\$ 8,906,862	\$ -	\$ 122,153,450
Books and Supplies	4000-4999	\$ 11,365,824		\$ -	\$ 11,365,824
Services and Other Operating Expenditures	5000-5999	\$ 22,461,337		\$ -	\$ 22,461,337
Capital Outlay	6000-6999	\$ 374,340		\$ -	\$ 374,340
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (10,544,449)		\$ -	\$ (10,544,449)
TOTAL EXPENDITURES		\$ 337,790,379	\$ 40,039,316	\$ (8,346,399)	\$ 369,483,296
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000		\$ 242,579	\$ 508,579
Contributions	8980-8999	\$ (92,324,656)	\$ -	\$ -	\$ (92,324,656)
OPERATING SURPLUS (DEFICIT)*		\$ 19,865,076	\$ (40,039,316)	\$ (38,904,474)	\$ (59,078,714)
BEGINNING FUND BALANCE					
	9791	\$ 103,708,114			\$ 103,708,114
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 123,573,191	\$ (40,039,316)	\$ (38,904,474)	\$ 44,629,401
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740				
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ (2,529,313)	\$ 8,649,207
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,478	\$ (40,039,316)	\$ (36,375,162)	\$ -

*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
SCTA & SEIU Combined

Bargaining Unit:

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	\$ 2,240,374		\$ -	\$ 2,240,374
Federal Revenue	8100-8299	\$ 181,210,094		\$ -	\$ 181,210,094
Other State Revenue	8300-8599	\$ 83,087,731		\$ -	\$ 83,087,731
Other Local Revenue	8600-8799	\$ 2,812,860		\$ -	\$ 2,812,860
TOTAL REVENUES		\$ 269,351,058		\$ -	\$ 269,351,058
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 68,244,978	\$ 11,812,911	\$ (2,966,716)	\$ 77,091,173
Classified Salaries	2000-2999	\$ 30,125,734	\$ 918,822	\$ (783,358)	\$ 30,261,198
Employee Benefits	3000-3999	\$ 76,338,642	\$ 3,370,232	\$ 80,342	\$ 79,789,216
Books and Supplies	4000-4999	\$ 67,283,546		\$ (12,023,089)	\$ 55,260,457
Services and Other Operating Expenditures	5000-5999	\$ 112,406,822		\$ -	\$ 112,406,822
Capital Outlay	6000-6999	\$ 13,473,853		\$ -	\$ 13,473,853
Other Outgo (excluding Indirect Costs)	7100-7299			\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 9,388,310		\$ -	\$ 9,388,310
TOTAL EXPENDITURES		\$ 377,261,885	\$ 16,101,965	\$ (15,692,821)	\$ 377,671,029
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)*		\$ (15,586,171)	\$ (16,101,965)	\$ 15,692,821	\$ (15,995,315)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 6,612,433	\$ (16,101,965)	\$ 15,692,821	\$ 6,203,289
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,612,433	\$ -	\$ (409,145)	\$ 6,203,288
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ (16,101,965)	\$ 16,101,966	\$ 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:

SCTA & SEIU Combined

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	\$ 436,724,894		\$ (47,008,294)	\$ 389,716,600
Federal Revenue	8100-8299	\$ 181,366,094		\$ -	\$ 181,366,094
Other State Revenue	8300-8599	\$ 90,458,354		\$ -	\$ 90,458,354
Other Local Revenue	8600-8799	\$ 8,756,074		\$ -	\$ 8,756,074
TOTAL REVENUES		\$ 717,305,415		\$ (47,008,294)	\$ 670,297,121
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 231,715,946	\$ 26,493,274	\$ (10,073,056)	\$ 248,136,164
Classified Salaries	2000-2999	\$ 66,391,505	\$ 17,370,913	\$ (2,023,417)	\$ 81,739,001
Employee Benefits	3000-3999	\$ 189,585,230	\$ 12,277,094	\$ 80,342	\$ 201,942,666
Books and Supplies	4000-4999	\$ 78,649,370		\$ (12,023,089)	\$ 66,626,281
Services and Other Operating Expenditures	5000-5999	\$ 134,868,159		\$ -	\$ 134,868,159
Capital Outlay	6000-6999	\$ 13,848,193		\$ -	\$ 13,848,193
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,150,000		\$ -	\$ 1,150,000
Transfers of Indirect Costs	7300-7399	\$ (1,156,139)		\$ -	\$ (1,156,139)
TOTAL EXPENDITURES		\$ 715,052,264	\$ 56,141,281	\$ (24,039,220)	\$ 747,154,325
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
Transfers Out and Other Uses	7600-7699	\$ 266,000	\$ -	\$ 242,579	\$ 508,579
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 4,278,906	\$ (56,141,281)	\$ (23,211,653)	\$ (75,074,028)
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9791 9793/9795	\$ 125,906,717 \$ -			\$ 125,906,717 \$ -
ENDING FUND BALANCE		\$ 130,185,623	\$ (56,141,281)	\$ (23,211,653)	\$ 50,832,689
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 328,869	\$ -	\$ -	\$ 328,869
Restricted	9740	\$ 6,612,433	\$ -	\$ (409,145)	\$ 6,203,288
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 11,178,519	\$ -	\$ (2,529,313)	\$ 8,649,207
Reserve for Economic Uncertainties	9789	\$ 35,651,325	\$ -	\$ -	\$ 35,651,325
Unassigned/Unappropriated Amount	9790	\$ 76,414,477	\$ (56,141,281)	\$ (20,273,196)	\$ 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 11 - Adult Education Fund

Bargaining Unit:

SCTA & SEIU Combined

		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	\$ 67,309	\$ -	\$ 1,698,745
Classified Salaries	2000-2999	\$ 1,455,440	\$ 46,754	\$ -	\$ 1,502,194
Employee Benefits	3000-3999	\$ 2,250,757	\$ 28,934	\$ -	\$ 2,279,691
Books and Supplies	4000-4999	\$ 471,524		\$ (93,857)	\$ 377,667
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	\$ 142,997	\$ (93,857)	\$ 7,313,505
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 49,140	\$ 49,140
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (119,572)	\$ (142,997)	\$ 142,997	\$ (119,572)
BEGINNING FUND BALANCE					
	9791	\$ 801,095			\$ 801,095
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 681,523	\$ (142,997)	\$ 142,997	\$ 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	\$ (142,997)	\$ 142,997	\$ 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:

SCTA & SEIU Combined

		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	\$ 189,683	\$ -	\$ 5,295,167
Classified Salaries	2000-2999	\$ 2,084,360	\$ 82,855	\$ -	\$ 2,167,215
Employee Benefits	3000-3999	\$ 5,280,872	\$ 65,616	\$ -	\$ 5,346,488
Books and Supplies	4000-4999	\$ 2,302,749		\$ (309,714)	\$ 1,993,035
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	\$ 338,154	\$ (309,714)	\$ 15,566,052
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ 28,440	\$ 28,440
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (226,662)	\$ (338,154)	\$ 338,154	\$ (226,662)
BEGINNING FUND BALANCE					
	9791	\$ 413,039			\$ 413,039
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 186,377	\$ (338,154)	\$ 338,154	\$ 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	\$ (338,154)	\$ 338,154	\$ 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:

SCTA & SEIU Combined

		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					
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	\$ 249,693	\$ -	\$ 8,201,836
Employee Benefits	3000-3999	\$ 7,530,244	\$ 101,105	\$ -	\$ 7,631,349
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	\$ 350,798	\$ -	\$ 32,781,767
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (759,457)	\$ (350,798)	\$ -	\$ (1,110,255)
BEGINNING FUND BALANCE					
	9791	\$ 16,414,434			\$ 16,414,434
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 15,654,977	\$ (350,798)	\$ -	\$ 15,304,179
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	\$ -	\$ (350,798)	\$ -	\$ (350,798)

*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: **SCTA & SEIU Combined**

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					
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	\$ 314,438	\$ -	\$ 8,546,528
Classified Salaries	2000-2999	\$ 1,087,265	\$ 34,801	\$ -	\$ 1,122,066
Employee Benefits	3000-3999	\$ 6,132,361	\$ 75,382	\$ -	\$ 6,207,743
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	\$ 424,621	\$ -	\$ 19,536,567
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 266,000	\$ -	\$ 165,000	\$ 431,000
Transfers Out and Other Uses	7600-7699	\$ 2,291,754	\$ -	\$ -	\$ 2,291,754
OPERATING SURPLUS (DEFICIT)*		\$ (1,028,325)	\$ (424,621)	\$ 165,000	\$ (1,287,946)
BEGINNING FUND BALANCE					
	9791	\$ 6,381,614			\$ 6,381,614
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 5,353,290	\$ (424,621)	\$ 165,000	\$ 5,093,668
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 1,117,062	\$ -	\$ -	\$ 1,117,062
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 4,236,228		\$ (259,622)	\$ 3,976,606
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (424,621)	\$ 424,622	\$ 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

Enter Fund: **Building Fund Fund 21**
Bargaining Unit: **SCTA & SEIU Combined**

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				
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	\$ 11,081	\$ -	\$ 666,859
Employee Benefits 3000-3999	\$ 404,813	\$ 4,443	\$ -	\$ 409,256
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	\$ 15,524	\$ -	\$ 33,006,366
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	\$ (15,524)	\$ -	\$ 48,123,181
BEGINNING FUND BALANCE				
9791	\$ 34,418,837			\$ 34,418,837
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 82,557,542	\$ (15,524)	\$ -	\$ 82,542,018
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	\$ (15,524)	\$ -	\$ (15,524)

*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	\$ (47,008,294)	Penalties for instructional days loss and instructional time loss as a result o
Expenditures	\$ (8,346,399)	
Other Financing Sources/Uses	\$ (242,579)	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (15,692,821)	Adjustment to reflect TCS and Teamsters agreement entered into after Sec
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (93,857)	
Other Financing Sources/Uses	\$ 49,140	

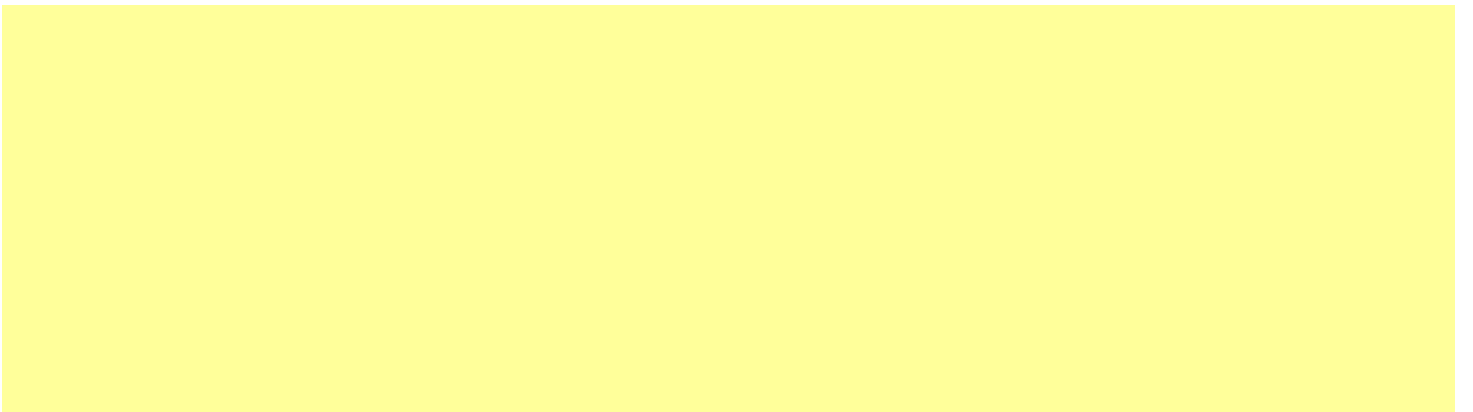
Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (309,714)	
Other Financing Sources/Uses	\$ 28,440	

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	\$ 165,000	

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:

SCTA & SEIU Combined

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	\$ 387,476,226	\$ 442,008,001	\$ 442,015,756
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	\$ 5,943,214	\$ 5,943,214	\$ 5,943,214
TOTAL REVENUES	\$ 400,946,063	\$ 455,477,838	\$ 455,485,593
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 171,044,990	\$ 169,346,577	\$ 170,170,841
Classified Salaries 2000-2999	\$ 51,477,803	\$ 37,773,367	\$ 37,978,006
Employee Benefits 3000-3999	\$ 122,153,450	\$ 125,992,976	\$ 130,062,823
Books and Supplies 4000-4999	\$ 11,365,824	\$ 8,137,338	\$ 12,541,003
Services and Other Operating Expenditures 5000-5999	\$ 22,461,337	\$ 25,612,244	\$ 24,961,910
Capital Outlay 6000-6999	\$ 374,340	\$ 72,200	\$ 72,200
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (10,544,449)	\$ (7,067,841)	\$ (7,067,841)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 369,483,296	\$ 361,016,861	\$ 369,868,942
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	\$ 508,579	\$ 508,579
Contributions 8980-8999	\$ (92,324,656)	\$ (96,922,460)	\$ (103,501,459)
OPERATING SURPLUS (DEFICIT)*	\$ (59,078,714)	\$ (678,308)	\$ (16,101,633)
BEGINNING FUND BALANCE			
9791	\$ 103,708,114	\$ 44,629,401	\$ 43,951,092
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 44,629,401	\$ 43,951,092	\$ 27,849,459
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ -	\$ -
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 8,649,207	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 35,651,325	\$ 12,494,276	\$ 12,824,502
Unassigned/Unappropriated Amount 9790	\$ -	\$ 31,456,816	\$ 15,024,957

*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:

SCTA & SEIU Combined

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	\$ 181,210,094	\$ 92,877,889	\$ 93,548,973
Other State Revenue 8300-8599	\$ 83,087,731	\$ 71,845,608	\$ 71,845,608
Other Local Revenue 8600-8799	\$ 2,812,860	\$ 219,748	\$ 219,748
TOTAL REVENUES	\$ 269,351,058	\$ 167,183,619	\$ 167,854,703
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 77,091,173	\$ 59,001,252	\$ 61,581,399
Classified Salaries 2000-2999	\$ 30,261,198	\$ 27,091,135	\$ 27,820,922
Employee Benefits 3000-3999	\$ 79,789,216	\$ 73,034,256	\$ 75,594,649
Books and Supplies 4000-4999	\$ 55,260,457	\$ 31,411,051	\$ 31,951,103
Services and Other Operating Expenditures 5000-5999	\$ 112,406,822	\$ 61,274,728	\$ 63,691,780
Capital Outlay 6000-6999	\$ 13,473,853	\$ 7,839,732	\$ 7,839,732
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 9,388,310	\$ 6,593,125	\$ 6,593,125
Other Adjustments		\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES	\$ 377,671,029	\$ 263,696,935	\$ 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)*	\$ (15,995,315)	\$ 409,144	\$ -
BEGINNING FUND BALANCE			
9791	\$ 22,198,603	\$ 6,203,289	\$ 6,612,433
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 6,203,289	\$ 6,612,433	\$ 6,612,433
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 6,203,288	\$ 6,612,433	\$ 6,612,433
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: SCTA & SEIU Combined

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	\$ 389,716,600	\$ 444,248,375	\$ 444,256,130
Federal Revenue 8100-8299	\$ 181,366,094	\$ 93,033,889	\$ 93,704,973
Other State Revenue 8300-8599	\$ 90,458,354	\$ 79,216,231	\$ 79,216,231
Other Local Revenue 8600-8799	\$ 8,756,074	\$ 6,162,962	\$ 6,162,962
TOTAL REVENUES	\$ 670,297,121	\$ 622,661,457	\$ 623,340,296
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 248,136,164	\$ 228,347,830	\$ 231,752,240
Classified Salaries 2000-2999	\$ 81,739,001	\$ 64,864,502	\$ 65,798,928
Employee Benefits 3000-3999	\$ 201,942,666	\$ 199,027,232	\$ 205,657,472
Books and Supplies 4000-4999	\$ 66,626,281	\$ 39,548,389	\$ 44,492,106
Services and Other Operating Expenditures 5000-5999	\$ 134,868,159	\$ 86,886,972	\$ 88,653,690
Capital Outlay 6000-6999	\$ 13,848,193	\$ 7,911,932	\$ 7,911,932
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,150,000	\$ 1,150,000	\$ 1,150,000
Transfers of Indirect Costs 7300-7399	\$ (1,156,139)	\$ (474,716)	\$ (474,716)
Other Adjustments		\$ (2,548,344)	\$ (3,716,548)
TOTAL EXPENDITURES	\$ 747,154,325	\$ 624,713,796	\$ 641,225,104
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	\$ 508,579	\$ 508,579
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (75,074,028)	\$ (269,164)	\$ (16,101,633)
BEGINNING FUND BALANCE			
9791	\$ 125,906,717	\$ 50,832,689	\$ 50,563,525
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 50,832,689	\$ 50,563,525	\$ 34,461,891
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 328,869	\$ -	\$ -
Restricted 9740	\$ 6,203,288	\$ 6,612,433	\$ 6,612,433
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 8,649,207	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 35,651,325	\$ 12,494,276	\$ 12,824,502
Unassigned/Unappropriated Amount 9790	\$ 0	\$ 31,456,816	\$ 15,024,957

*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)	\$ 747,662,904	\$ 625,222,375	\$ 641,733,683
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 747,662,904	\$ 625,222,375	\$ 641,733,683
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)	\$ 14,953,258	\$ 12,504,448	\$ 12,834,674

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 35,651,325	\$ 12,494,276	\$ 12,824,502
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ 31,456,816	\$ 15,024,957
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	\$ 35,651,325	\$ 43,951,092	\$ 27,849,459
f.	Reserve for Economic Uncertainties Percentage	4.77%	7.03%	4.34%

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	\$ 57,413,377
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (56,141,281)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (142,997)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (338,154)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (350,798)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (15,524)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (424,621)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (57,413,375)

Variance \$ 2

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.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 4,278,906	0.6%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (75,074,028)	(10.0%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (269,164)	(0.0%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (16,101,633)	(2.5%)	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,548,344)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (3,716,548)	

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, 2019 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	\$ (46,765,714)
Expenditures/Transfers Out and Other Uses	\$ 33,213,163
Ending Balance(s) Increase/(Decrease)	\$ (79,978,877)

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 12,950,812
Ending Balance(s) Increase/(Decrease)	\$ (12,950,812)

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)**

[Redacted Signature]

Contact Person

Date

[Redacted Date]

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on April 21, 2022, took action to approve the proposed agreement with the Sacramento City Teachers Association Bargaining Unit.

**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# 10.3

Meeting Date: April 21, 2022

Subject: Hearing to Receive Public Comment and Approval of the District's Initial Proposals Regarding Certificated Unit United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2022-2025

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

Recommendation: Hearing and Adoption of the District's Initial Proposals Regarding Certificated Unit United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2022-2025. The articles are subject to proposed amendments and modifications to identify efficiencies and areas of improvement, to maintain competitive total compensation and support the District's fiscal solvency.

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

Financial Considerations: TBD

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

Documents Attached:

1. Public Hearing Notice
2. Sunshine Proposal to United Professional Educators
3. Executive Summary

<p><u>Estimated Time of Presentation:</u> 5 minutes <u>Submitted by:</u> Cancy McArn, Human Resources <u>Approved by:</u> Jorge A. Aguilar, Superintendent</p>

Sacramento City Unified School District

Consideration and Public Notice of the District's Initial Proposals Regarding United Professional Educator (UPE) for 2022-2025 Collective Bargaining Agreement Negotiations

NOTICE OF PUBLIC HEARING

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

Topic of Hearing:

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

Copies of this program may be inspected at:

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

HEARING DATE: Thursday, April 21, 2022

TIME: 6:00 p.m.

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

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Legal Services (916) 643-7400

The current master agreement for the employee bargaining unit represented by the United Professional Educators (“UPE”) expires on June 30, 2022. A copy of that master agreement is available for viewing on the District’s web site at <https://www.scusd.edu/collective-bargaining-and-contracts>.

Pursuant to Government Code section 3547, the District’s initial bargaining proposal for a 2022-2025 successor agreement are required to be presented at a public meeting where members of the public may comment prior to commencing negotiations. The District’s initial proposal for a 2022-2025 successor agreement is presented to the Board of Education (“Board”) for a public reading at this public meeting. The District’s initial proposal is also now presented to the Board at this public meeting on for final approval and “sunshining.” Thereafter, the Parties will commence negotiations for a 2022-2025 successor agreement.

The below initial proposal seeks to negotiate in good faith additions and changes to the collective bargaining agreement that continue to provide an efficiently operating school district and provide fair and competitive compensation and benefits to UPE members, while at the same time ensuring the fiscally sustainable operation of the District in the short and long term. As such, the District is seeking to “sunshine” its initial proposal and commence negotiations with UPE.

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

April 21, 2022

SUNSHINING OF DISTRICT’S INITIAL PROPOSAL TO THE UNITED PROFESSIONAL EDUCATORS (UPE)

FOR A 2022-2025 SUCCESSOR AGREEMENT

ACTION BY THE BOARD OF EDUCATION AS FOLLOWS:

The Board hereby presents the District’s initial proposal for public comment, and thereafter adopts the following initial proposal for a 2022-2025 successor agreement. It is the Board’s intent that the District work collaboratively with UPE’s negotiations team to reach a fair and equitable agreement that protects the interests of students, parents/guardians, unit members, and the District, while ensuring the fiscally sustainable operations of the District. The following articles are subject to proposed amendments and

modifications to identify efficiencies and areas of improvement, to maintain competitive total compensation and support the District's fiscal solvency.

ARTICLE 1: PREAMBLE

ARTICLE 2: RECOGNITION AND BARGAINING UNIT

ARTICLE 3: ORGANIZATIONAL RIGHTS AND SECURITY

ARTICLE 4: GRIEVANCE PROCEDURE

ARTICLE 5: EVALUATION OF WORK PERFORMANCE

ARTICLE 6: RECOGNITION AND BARGAINING UNIT

ARTICLE 7: LEAVES OF ABSENCE

ARTICLE 8: SALARY AND HEALTH BENEFITS

ARTICLE 9: WORK YEAR

ARTICLE 10: PROMOTION, ASSIGNMENT, VACANCIES, AND TRANSFER

ARTICLE 11: RETIREE HEALTH BENEFITS

ARTICLE 12: SUMMER SCHOOL

ARTICLE 13: TERM

APPROVED:

AYES:

NOES:

ABSTAIN:

ABSENT:

Action was taken to adopt this District Initial Proposal for 2022-2025 successor contract negotiations with UPE on April 21, 2022.

Superintendent

Board of Education Executive Summary

Legal Services

Hearing and Adoption of the District’s Initial Proposals Regarding Certificated Unit United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2022-2025
April 21, 2022



I. Overview/History of Department or Program:

Pursuant to the Educational Employment Relations Act (EERA), the District and employee organizations shall publicly present their initial proposals related to collective bargaining, which shall thereafter be public records (Government Code § 3547). The purpose of this item is to provide public notice of the District’s initial proposals to the UPE related to collective bargaining of a successor agreement for the 2022-2023, 2023-2024, and 2024-2025 school years.

II. Driving Governance:

Government Code section 3547 requires that all initial proposals of the exclusive representatives and the public school employers that relate to matters within the scope of negotiations be presented at a public meeting. It further prohibits negotiation on such proposals until after the public has had an opportunity to be informed of the proposal and provide any comments, and the proposal has been adopted by the Governing Board. Since this matter involves a successor contract, and to allow the Board an opportunity to provide and receive comment, the District’s initial proposal for a 2022-2025 successor agreement is presented to the Board at this public meeting for a public reading. The District’s initial proposal is also now presented to the Board at this meeting for final approval and “sunshining.”

III. Budget:

TBD

IV. Goals, Objectives and Measures:

The current collective bargaining agreement (“CBA”) with UPE is set to expire June 30, 2022. The District is taking this initial step to begin the process of reaching an agreement on a successor CBA through the 2022-2025 school years. The below initial proposal seeks to negotiate in good faith additions and changes to the CBA that again ultimately seeks to improve outcomes for all District students, provide fair and competitive compensation and benefits to UPE members, while at the same time ensuring the fiscally sustainable operation of the District in the short and long term. As such, the District is seeking to “sunshine” its initial proposal and commence negotiations with UPE.

V. Major Initiatives:

College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; and Operational Excellence

VI. Results:

The District intends to work with UPE in good faith to negotiate over those items included in the District’s initial proposal.

Board of Education Executive Summary

Legal Services

Hearing and Adoption of the District's Initial Proposals Regarding Certificated Unit United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2022-2025
April 21, 2022



VII. Lessons Learned/Next Steps:

Approve the District's initial proposal.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: April 21, 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; Operational Excellence

Documents Attached:

1. Expenditure and Other Agreements
2. Recommended Bid Awards – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
Porter Corp. R22-03981	Purchase of steel shade structure for installation at Genevieve Didion K-8 School as part of the upcoming playground renovation at the site.	\$100,477 Measure Q Funds
Utilizing Sourcewell Cooperative Purchasing Agreement #012621-PPC	The Purchasing and Facilities departments find it is in the best interest of the District to utilize Sourcewell agreement #012621-PPC pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Sourcewell (formerly NJPA) is a State of Minnesota local government agency. As a Sourcewell member, the District is able to utilize Sourcewell's nationally bid Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services contract to purchase the shade structure directly from Porter Corp. without the time and expense of competitively bidding the equipment itself.	
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Park Associates, Inc. dba Park Planet R22-03993	Purchase of eight steel shade structures for installation at Alice Birney, Caleb Greenwood, John Bidwell, John Sloat, Leataata Floyd, New Joseph Bonnheim, Tahoe, and Sequoia as part of the Shade Structures at 8 Sites Project.	\$892,396 COVID Relief Funds
Utilizing National Purchasing Partners dba NPPGov Cooperative Purchasing Agreement #2060	The Purchasing and Facilities departments find it is in the best interest of the District to utilize NPPGov agreement #2060 pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. NPPGov is a national cooperative procurement organization based in Seattle, WA; the Lead Public Agency for agreement #2060 is the League of Oregon Cities. As an NPPGov member, the District is able to utilize NPPGov's nationally bid Park, Playground and Recreation Equipment contract to purchase the shade structures directly from Park Associates, Inc. without the time and expense of competitively bidding the equipment itself.	
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Rainforth Grau Architects SA22-00446	3/1/22 – Completion of Project: Architectural services for the Shade Structures at 8 Sites (Group 2) project. Project consists of installing 2,000 sq ft shade structures at Caroline Wenzel, Earl Warren, Elder Creek, Hollywood Park, John Still, Leonardo da Vinci, Mark Twain, and Rosa Parks. Shade structures will be used for outside dining in order to mitigate the spread of COVID-19.	\$208,000 COVID Relief Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Rainforth Grau was selected for this project from the District's pool of architects qualified through an RFQ process in February 2020.	

Verde Design, Inc. SA22-00444	4/1/22 – Completion of Project: Verde Design will provide civil engineering and landscape architectural services for a new golf practice facility and varsity baseball and softball fields at Hiram Johnson High School. Verde Designs was selected for this project because they are highly qualified and because of their familiarity with the site, having designed the athletic field improvements completed at Hiram Johnson in 2019 and the stadium lighting, bleachers, concessions and other improvements that are currently in progress at the site.	\$328,130 Measure Q Funds
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New Contract:
 Yes
 No

SPECIAL EDUCATION

Nonpublic School and Agency Providers	3/1/21 – 6/30/22: Ratification is requested for new master contract with Positive Behavior Supports Corp. and increases to six existing contracts with the below Non-Public Schools and Agencies, approved on August 19, 2021.	See Below Special Education Funds
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Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.

S22-00071	New Non-Public School Contract: Positive Behavior Supports Corp.	\$750,000
	Existing Non-Public School/Agency Contracts:	Increase New Total
S22-00015	CARE, Inc.	\$25,000 \$65,000
S22-00039	Sierra Foothills Academy	\$60,000 \$140,000
S22-00041	Speech Pathology Group	\$1,500,000 \$3,900,000
S22-00051	Ed Supports dba JUVO	\$75,000 \$190,000
S22-00062	Logan River Academy	\$75,000 \$240,000
S22-00067	Capitol Speech & Rehabilitation	\$160,000 \$260,000

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 452-3, COVID Drinking Fountain Upgrades – Bid Package 3
Bids received: March 31, 2022
Recommendation: Award to KYA Services, LLC
Funding Source: COVID Relief Funds

BIDDER	BIDDER LOCATION	AMOUNT
KYA Services, LLC	Rancho Cordova, CA	\$387,455
Buskirk Construction, Inc.	Newcastle, CA	\$423,720
Swierstok Enterprise, Inc. dba Pro Builders	Orangevale, CA	\$462,000

Bid No: 0410-416, Albert Einstein Gym Floor
Bids received: March 31, 2022
Recommendation: Award to Pro Flooring Corp.
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT (INC. ALT #1)
Pro Flooring Corp.	Montrose, CA	\$446,730
Buskirk Construction, Inc.	Newcastle, CA	\$618,494
KYA Services, LLC	Rancho Cordova, CA	\$938,173

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Construction Services for Luther Burbank Pool Replacement and Locker Room Improvement

Recommendation: Approve lease-leaseback contract with John F. Otto, Inc. dba Otto Construction for preconstruction services of \$10,700 for this project. Authorize staff to pursue a lease-leaseback contract with Otto Construction for construction services for this project using a fee-based contract with a percentage fee of 4.0%. Once plans are finalized, approved by Division of State Architect and the Guaranteed Maximum Price (GMP) of the project is developed the construction contract will be submitted to the Board for approval. The cost of construction is currently estimated at \$4,688,487.

Amount/Funding: \$10,700; Measure Q Funds

State legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited a “Request for Qualifications and Proposals” by advertising and sending notices directly to contractors. 3 proposals were received, evaluated and ranked by a Selection Advisory Committee composed of District operational staff, the project Architect and Construction Manager, based on scoring criteria outlined in the RFQ to determine “best value”.



QUOTATION

TO: HMR Architects

DATE: March 1, 2022

BY: Dan Baxter

(916) 923-2180 PH

CONTACT: Marissa Ormsby

PHONE: 916.736.2724

dan@playgroundpros.com

EMAIL: mormsby@hmrarchitects.com

REFERENCE: **Didion Elementary - Sacramento USD**

Poligon DSA Shelters

	Qty	Description	Each	Total
MATERIALS:	1	Model DSA RAM30X44MR, 10 'MCH, PC02-199077		\$ 93,380.00
		2 Bays, 6 Columns, 20' Average Bay Length 2' Overhang		-
		all sides, Gutters and downspouts included		-
		Standard structure, Powder coated, frame only		-
		Roof & P/C color from standard Poligon selection		-

SOURCEWELL: **DISCOUNT:** (\$7,470.40)

SUB TOTAL 85,909.60

SALES TAX: 7.75% \$ ~~6,657.99~~

8.75% \$7,517.09

FREIGHT: Ship to Sacramento, CA 95831 7,050.00

TOTAL: ~~\$ 99,617.59~~

Quote Valid for 30 Days **\$100,476.69**

Price increases or surcharges may be applied due to the volatility of steel and raw material cost.

Engineering is for CA DSA seal on structural drawings on file with DSA.

DSA fees, site plan, in-plant and on-site inspections are required and are the sole responsibility of the buyer along with all associated cost. Manufacturing will not begin until the buyer has issued a purchase order to an in-plant inspector, and Poligon has been notified of this transaction.

Your 3rd party in-plant welding inspector must notify Poligon of all requirements in writing before production.

Freight assumes combination with other deliveries which may delay shipment by days or weeks.

Anchor bolts are not supplied by Poligon.

Powder coating option and roof color to selected from standard list.

TERMS: 25% Downpayment required on all orders; balance COD or Net 30 w/credit approval

Net 30 on entire order for Municipal Purchase Orders only

Delivery approximately 11 weeks after approval of submittals.

Customer is responsible for off loading of the truck within two hours of arrival.

The above price does not include installation.

I accept the terms and pricing listed on the above quotation:

Signature: _____

Date: _____

Please Make Purchase Orders/Contracts Out To:

PorterCorp C/O All About Play 4240 N 136th Ave, Holland, MI 49424

Please Make All Payments To:

PorterCorp and mail to: PorterCorp 4240 N. 136th Ave., Holland, MI 49424

Your Business Is Greatly Appreciated.



Solicitation Number: RFP #012621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PorterCorp, 4240 N. 136th Ave., Holland, MI 49424 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

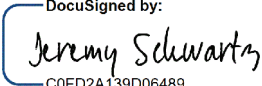
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

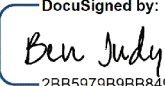
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

PorterCorp

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 Date: 3/3/2021 | 2:13 PM CST

DocuSigned by:

 2BB5979B9BB8496...
 By: _____
 Ben Judy
 Title: Director of Sales & Marketing
 Date: 3/3/2021 | 11:39 AM CST

Approved:

DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coquette
 Title: Executive Director/CEO
 Date: 3/4/2021 | 8:58 AM CST

RFP 012621 - Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services

Vendor Details

Company Name: PorterCorp
Does your company conduct business under any other name? If yes, please state: Conduct business under the brands Poligon and CEAS+
Address: 4240 N. 136th Ave
Holland, MI 49424
Contact: Ben Judy
Email: ben.judy@portercorp.com
Phone: 616-405-5272
Fax: 616-399-9123
HST#:

Submission Details

Created On: Tuesday December 01, 2020 07:26:00
Submitted On: Monday January 25, 2021 18:38:06
Submitted By: Ben Judy
Email: ben.judy@portercorp.com
Transaction #: 29d76721-31ca-43cb-b73d-84abc9026b9a
Submitter's IP Address: 165.225.61.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	PorterCorp
2	Proposer Address:	4240 N. 136th Ave Holland, MI 49424
3	Proposer website address:	www.portercorp.com www.poligon.com www.ceasplus.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David D'Amico - Inside Sales Manager 4240 N. 136th Ave., Holland, MI 49424 616-888-3532 david.damico@portercorp.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>7</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>PorterCorp has been manufacturing shelters since 1964 and was the original manufacturer to provide an easy to assemble, bolt together shelter that eliminates bird nesting and exposed anchor bolts. The Poligon brand is the leader in shelter manufacturing and is the most specified product throughout the United States and Canada. PorterCorp (the parent company) is owned by Playcore that believes in passionately providing dynamic play and recreation opportunities through innovative design, empowered employees, and dedicated customer support with over 25,000 installations and 38 sales representatives. Poligon is a brand of PorterCorp, the most specified shelter manufacturer in steel, wood and fabric. CEAS+ is a new brand created by PorterCorp 5 years ago targeting the architectural and commercial markets. Both brands sell and market open air steel structures and are part of this RFP. Our 145 employees are dedicated in manufacturing the highest quality of open-air structures that are done right, on time and exceed customer's expectations.</p> <p>PorterCorp business philosophy: When a park is created, so too is a community's image. These spaces become destinations, landmarks, and visual calling cards for years to come. Successful park development addresses many considerations to create a functional and inviting locale that gives communities a place to relax, play, make memories, and take pride in. Each site calls out for its own shapes, colors, and design. Park structures can be designed to follow along with surrounding architecture or lead the way with a bold direction of their own. Examples of both aesthetics can be seen in our catalog. As you browse through it, we hope it assists you in creating the ideal park setting for your community.</p> <p>Just as each site is distinctive, there are no "stock" buildings at PorterCorp. Each building is made one-at-a-time to customers' requirements. Customers select shapes, colors, ornamentation, roofing and special features. Computerized and automated manufacturing techniques speed this process up, while keeping costs and the price down.</p> <p>Since 1964, we at PorterCorp have been committed to providing a better way to create individually tailored parks, schools, churches and others that communities can be proud of. For today and for future generations, we do our best to make customers proud to not just have a 'shelter', but to have chosen a Poligon.</p> <p>PorterCorp's mission statement and guiding principles: Our Mission is to profitably grow our business by passionately providing dynamic play and recreation opportunities through innovative designs, empowered employees, and dedicated customer service.</p> <p>Guiding Principles: 1) We must provide top quality as perceived by the customer. We will provide superior service with emphasis on our intangibles, fasted by extraordinary responsiveness. 2) We must pursue fast paced innovation. To assure us of this, we will invest in application-oriented small starts and will encourage pilot runs. 3) We will create a corporate capacity for innovation. We will need to incorporate creative swiping (not invented but reinvented here). We must use word-of-mouth marketing and support committed champions. 4) Fast failures: if it doesn't meet our objectives or our quantitative innovations goals, we must move on and take what we learned and apply it to the next pilot. 5) We must pursue self-managed teams – involve everyone in everything. 6) We must listen/celebrate/recognize. We must create and maintain greatness by training and retaining in a systematic, structured manner. 7) We must lead by empowering our team members. We must pay attention – listen, listen, and then prescribe the solution. 8) Evaluate everyone on their love of change. Create a sense of urgency – do it right, do it right now. 9) We must measure what's important, revisit the chief control tools, and decentralize information, authority, and strategic planning. 10) We must demand total integrity and know that we each must earn the right to be part of the team each day.</p> <p>Delighting the Customer</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>PorterCorp became an awarded member in October of 2010. Our sales and distribution teams have used this as a major sales tool for over 10 years and have seen our sales increase steadily since the contract award. We have built a partnership in cooperative purchasing our company has not seen before. We believe with us working together we can continue to increase the purchases made by Sourcewell members for continued growth and success.</p> <p>We look forward in continuing to educate and train eligible Sourcewell members and our PorterCorp Team the benefits of cooperative purchasing and Sourcewell.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As of January 2021, PorterCorp has been in business for 57 years. During that time, we have grown our core business, by creating new products building the most recognizable brand in the shelter industry and have grown through acquisitions and new brands. For the past 25 years, we have produced positive operating income without exception. (reference document in financial strengths and stability folder)	*
10	What is your US market share for the solutions that you are proposing?	Poligon currently estimates our US market share between 47%-55%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Poligon currently estimates our Canadian market share between 57%-62%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	PorterCorp has never been petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PorterCorp is a manufacture of open-air structures and structural insulated panels. Poligon has been selling through its exclusive rep/dealer channel in the park and recreation and educational markets since 1976. Many of our dealers are family business who have been representing Poligon for 2 or 3 generations. Our dealers are the most established, competent, loyal, customer service driven team in the industry. Poligon is the premier brand in open air structures allowing us to align ourselves with the premier dealers. Our CEAS+ brand is also marketed through a separate dealer network and is presently represented by 14 dealers within the U.S. and Canada. All PorterCorp's reps and dealers are independently owned and operated. In addition to the sales and service force PorterCorp provides, our reps and dealers are considered an extension of our company. We work closely together to provide exceptional service to all Sourcwell members. The reps/dealers play in important roll in providing project management, customer service and installation services in order to provide a total turnkey solution for any open-air structure. 90% of PorterCorp's dealers are also selling playground equipment and other park related products (Playpower, Landscape Structures, Sof Surfaces, Rain Drop, etc.) held by a Sourcwell contract making them more valuable to Sourcwell members.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Certifications: AISC Building Fabricator valid through 7/31/21 (see certifications folder) PCI 4000 through 9/21/2021 (see certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certification or license be required that we do not possess in house, we utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). (See Buy America certification letter in certifications folder) Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (See documents in certifications folder)	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PorterCorp has not been the subject of any suspensions or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> - PCI 4000: Powder Coating Institute - AISC: American Institute of Steel Construction - Community Build initiative with NRPA: 3 of the last 5 years Poligon has participated in NRPA's community build project. See additional info and testimonial: - The City of Orlando would like to express our sincere gratitude for your donations to help us make Grand Avenue Park a wonderful addition to our community. We produced a video for the NRPA conference to highlight the park. The video was shared by NRPA on its conference page, but I wanted to share the link again with you. <p>https://spaces.hightail.com/receive/v37HcgDqnQ/fi-4cf68c39-9c35-412d-8fd5-88e4c6342bcf/fv-10a218f6-7b3a-47f9-bd77-951230b91304/Grand%20Ave%20Improvements%20Video%20v2.mp4</p> <p>Thanks so much for all you're doing for us. Ken Pelham, Landscape Architect, RLA, LEED-AP City of Orlando Families, Parks, & Recreation Department</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 75% Poligon's current national sales are to the government sector.
18	What percentage of your sales are to the education sector in the past three years	Approximately 6% Poligon's current national sales are to the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any other cooperative purchasing contracts besides Sourcewell. We feel holding one contract allows our dealer network and inside sales team to focus on a single program to properly market and communicate the details for such program in an effective manner. We feel it is in our customers best interest to support a cooperative purchasing contract operated by a government entity that adheres to legal criteria of a bid contract and is widely accepted across multiple government and nonprofit platforms.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any GSA contracts nor does it hold any Standing offers and Supply Arrangements (SOSA).

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
San Mateo Foster City SD	Bob Price	650-312-7499
Palm Springs USD	Seandee Jackson	760-883-2710
Onondaga County	Beverly Chapman	315-435-3474
Town of Greece	Peter O'Brien	585-720-2934
City of Murray	Kim Sorensen	801-264-2614

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Murray	Government	Utah - UT	Materials Only	\$206,000	\$1,029,000
Palm Springs USD	Education	California - CA	Materials Only	\$77,000	\$1,080,000
Bellflower USD	Education	California - CA	Materials Only	\$49,000	\$485,000
McFarland USD	Education	California - CA	Materials Only	\$390,000	\$390,000
City of Sterling	Government	Illinois - IL	Materials Only	\$320,000	\$320,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>PorterCorps direct sales force is made up of the following:</p> <ul style="list-style-type: none"> - 1 Director of Sales & Marketing: Overseeing sales management and marketing for all open-air structure brands, including the management of all Poligon reps and outside sales activities. - 1 Inside Sales Manager: Manages Inside Sales team working on all presale activity for CEAS and Poligon (quotes, drawings, product questions, coordinating customer meetings). - 2 Inside Sales Personnel: Working directly with Poligon reps and dealers assisting with all presale activity (quotes, drawings, product questions, coordinating customer meetings). - 4 Business Development Managers: Working in the field with CEAS and Poligon reps/dealers to acquire new business and customers by establishment of a sales pipeline. Also includes the requirement to grow and retain existing customers by presenting new solutions and services to clients. - In addition, we have an extensive dealer/rep network noted in question 24.
24	Dealer network or other distribution methods.	<p>PorterCorp has 38 Poligon dealers/ reps (see Rep Listing Poligon in additional docs folder) across North America including Alaska, Hawaii and Canada. These geographic regions are serviced exclusively by these Poligon representatives.</p> <p>For additional market coverage a new brand was created called CEAS+ to market open air steel structures to the architect and commercial channel. The CEAS brand is serviced by 14 independent dealers (see Rep Listing CEAS in additional docs folder) and 4 direct Business Development Managers who are employed by PorterCorp. CEAS is the only shelter manufacture exclusively serving the architect market.</p> <p>PorterCorp has the most extensive, well trained and rep organization in the shelter market. 90% of PorterCorp's rep groups sell a playground line which holds a Sourcewell contract. This is vitally important to have a group well trained in cooperative purchasing and Sourcewell making it easier to combine multiple products all under one contract....Sourcewell.</p>
25	Service force.	<p>PorterCorp has over 50 service personnel used to assist customers and dealers to Delight all our customers and Sourcewell members. The group is made up of accounting, engineering, drafting, order processing inside sales, outside sales installation support and customer service.</p> <p>Specifically, we have 3 dedicated employees in installation support to assist customer during installation and to resolve any installation concerns that arise. These Team Members are factory trained and specialize in the understanding of how our open-air structures are manufactured and installed and are well skilled in problem resolution. 3 FEQ are in the Order Processing Team to service customers post PO placement. Rest of the team is made up of accounting, design, engineering support staff to provide service to customers.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>PorterCorp (including CEAS and Poligon brands) have over 300 dealers and direct personnel dedicated to customer service in North America. We believe customer service starts with our first contact and does not end even after the product is installed. Our experienced sales team will ensure the customer is well educated on the product they are purchasing. Once the order is entered our Oder Processing Team (OPT) project manages the order making sure we communicate deliverables (drawings, engineering manufacturing) as well as updating the customer on any additional requirements needed (down payment, credit app, colors, submittal approval, samples, electrical cutouts, etc.).</p> <p>Generally, first point of contact for any issue is our sales representatives and dealer to understand the project scope and issue in question. For installation or warranty related concerns, these are handled in the following manner:</p> <ol style="list-style-type: none"> 1. Poligon representative may be familiar with the issue and will handle themselves or get a proper response from the factory as required. 2. Customer Service issues relating specifically to installation or quality are directed immediately to the PorterCorp Quality Team. The quality members are always available and have smart phones for access beyond the normal hours of 8-5. Response times are within 24 hours, if one person is out or occupied the back-up person is available for handling of the issue. All conversations are documented with date, time, conversation and action item required. NCM (Nonconformance material report) is initiated and entire customer issue is tracked in its entirety throughout the process until it is closed. PorterCorp has 8 structural engineers. If an engineering letter is required or a building inspector needs an on-site answer PorterCorp can provide response times usually less than 24hrs to resolve the matter in a quick and professional manner. 3. All drawings are kept in electronic format, issues are diagnosed quickly and efficiently if there is a field question. 3D CAD modeling is used to recreate the entire structure and to see what the customer is seeing. Each part is labeled and etched for proper identification. <p>NCM report generated by our Quality Department for any customer issue/concern/contact that occurs. (see NCM form in additional docs folder). Root cause analysis is done for each NCW by the PorterCorp quality department. The length of time to process issues will depend on the complexity of problem and customer response time.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	PorterCorp is authorized to sell products and provide services in all 50 states and Canada. We will be able to fully serve all geographic areas through the proposed contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Canada is an important part of our current business and is an area we want to continue to grow in years to come. We currently have a well-established sales, marketing, distribution and customer service program and process to service the Canadian market. We have a well informed and educated Team in Canada that can service all provinces. Everything that we provide to customers in the U.S. we provide currently to Canada. This includes pricing, product offering, marketing, ability to move freight easily across the border, handle any import duties/taxes and provide a turnkey program all the way through installation. Our dealers are well versed in moving product across the border, handling duties, converting marketing literature to French and providing installation for a total turnkey solution.</p> <p>We have yet to see significant purchasing requests from cooperative purchasing in Canada, however we do have a willingness and ability to pursue this market in the future given the right tools and support from Sourcwell. Should the opportunity present itself and PorterCorp receives an award we are prepared to develop a pricing programming for Canada based on an exchange rate formula and any applicable duties and taxes.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PorterCorp will be able to fully serve all Sourcwell members in all geographic areas through the proposed contract.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Sourcwell members in all geographic areas will be fully served by our proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we can distribute, ship, and service to all members in Hawaii, Alaska and in all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> - Sourcewell brand identification on all our websites on home page that include: Steel, Fabric, Wood and CEAS. Website home page identifies our affiliation with Sourcewell (see attachment Poligon home page in marketing folder). - Dedicated web page to Sourcewell, including contact info to Sourcewell, direct links to Sourcewell, video links, etc. (see attachment Sourcewell page in marketing folder). - Sourcewell brand identification on all published printed marketing materials, catalogs, brochures, etc. (see attachment Fabric and Farmers market brochure in marketing folder). - Specific marketing PDF document for all brands promoting the benefits of cooperative purchasing and Sourcewell. (see attachment Sourcewell Awarded contract CEAS/Poligon in marketing folder). - All trade show events we fly the Sourcewell flag and have trained personnel to discuss the contract and cooperative purchasing. (see attachment CASH show in marketing folder). - PorterCorp attend H2O, have not missed an event for past 11 years. - PorterCorp personnel and their dealers attend GTKU events held in their specific regions. - PorterCorp personnel and their dealers attend Sourcewell University events held in their specific regions. - Include Sourcewell brand identification on all printed advertising materials in trade publications. (see attachment LASN Poligon in marketing folder). - Promote and provide educational training to our dealer network with quarterly distribution of our Rep Reporter. (see attachment RepReporter in marketing folder). - New rep training events at PorterCorp held twice per year. Allocating time in the agenda to train to reps and dealers regarding cooperative purchasing and Sourcewell. - Annual award given during National Sales meeting by Sourcewell contract manager that recognizes the dealer with most sales using the Sourcewell contract. - Over the years we have conducted virtual training events in partnership with Sourcewell to our rep and dealer base.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<ul style="list-style-type: none"> - Easy to navigate product listing on the website for customers to view specific models by application, including standard, modified or custom shelters. - Flickr photo link for customers and dealers to access a complete photo library. https://www.flickr.com/photos/144374304@N03/albums - Complete offering is shown on the home page to direct the customer to specific shade needs, fabric, wood, or steel. - Website login customers to download an E-1 drawings (schematic drawings) in a variety of formats to place in their project plan. All standard buildings are available for download. - If a customer does not know what building they need you can go into a specific market segment (parks, schools, urban/government, aquatic centers) on the website to find shelter product made for that specific segment. - Poligon uses a web-based pricing system (configurator) that can provide immediate pricing to Sourcewell members for all standard and modified products representing 70% of the total business sales. - We monitor and update our Facebook page. https://www.facebook.com/PoligonStructures/ - Metadata from our website drives a lot of our new product development and key word development for websites and architectural platforms. - PorterCorp is launching a new dealer portal in 2021 with Salesforce that integrates with our ERP and pricing configurator to provide a more robust market, sales and process driven system enhancing the customer experience.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>PorterCorp anticipates that Sourcewell will continue to promote PorterCorp products, services to their members through their website, social media, trade shows, and publications. The leads we currently get from these platforms are reliable and are quickly acted upon. We expect Sourcewell to continue to support our sales teams by answering questions from members regarding Sourcewell, the cooperative purchase process and other legal information. Having worked with Sourcewell and their Contract Managers I have found them helpful, easily accessible, prompt in response time and overall willingness to help the government, nonprofit agency and contract holder. We want Sourcewell to continue to promote their contracts through local and state government legislation.</p> <p>Much like Sourcewell, we strive to be the preferred quality solution provider for open air structures. Creating an environment that showcases PorterCorp and our product/service offering is highly important to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative.</p> <p>Over the last 10 years PorterCorp has successfully integrated Sourcewell into our sales process which is evident by our growth and longevity with Sourcewell. We have done this through a commitment from our entire organization which is followed by training, prompt service, education, marketing support and continued communication with Sourcewell. We look forward in continuing to educate the PorterCorp Team and eligible members on the benefits of Sourcewell.</p>

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Poligon's custom design and engineered to order shade and shelter products and services they are not available through a e-procurement ordering process.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Poligon offers a 1-day Installer Certification program for installation companies to complete. Upon course completion Poligon certifies that individual/company use best practices when installing a Poligon shelter. This is important to Sourcewell members knowing they have access in contracting with a Certified Installer assuring our products are installed in accordance to the manufacture's specifications. Training is optional and the course has a minimal fee of \$50 per person (which includes lunch, training materials, certificate, and a Certified Installer outerwear.</p> <p>(see Certified Installer requirement application in certificates folder)</p> <p>Under the PorterCorp brands we offer 3 AIA and ASLA approved HSW CEU courses. These courses can be taken online, virtually or conducted in person by PorterCorp personnel or it's dealers. The training is optional and there is now cost to the certification.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<ul style="list-style-type: none"> - PorterCorp has an online pricing system that can quickly price all catalog products literally in seconds. It can also provide the corresponding building code and can quickly adjust pricing to adjust for wind load, snow load, building height, paint finish roof types, etc. - Poli-5000 paint finishing system (see Poli-5000 specs in additional docs folder).The most durable paint finish in the shelter market. We also offer other unique finishes not normally available in our market (Antiquity finish, powder coat over galv). - All CNC programed equipment based off a CAD model, eliminating the chance for mfg. errors. - Relatively new ERP system to better manage process, projects, scheduling, mfg., reporting, order entry, quality, maintenance, etc. Phase two for integration with customer experience planned mid-year 2021. - New 3D rendering software that converts a Solidworks model to a realistic open-air structure that can be placed into a site photo giving the customer a realistic representation of our structure on their site. - All schematic and engineering drawings use 3D Solidworks software allowing customers to see their design in a 3D colored model as well as having the ability to easily convert it to multiple file formats. <p>By leveraging our consultative approach with our engineering/design and sales teams we strive to create product solutions that meet the needs of our customers, and continually bring many new product offerings and modifications to the market. Every year our new products and innovation team meet and introduce new ideas. This allows us to enter new market segments as well as making our product easier to install, which in turn creates a lower installed solution for Sourcewell members.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>PorterCorp is committed with its leadership and actions to protect the environment with the implementation of programs, manufacturing of sustainable guidelines. We focus on minimizing the emissions to air, water and land through programs that reduce pollution that harm the environment while conserving energy.</p> <ul style="list-style-type: none"> - Installed LED efficient technology lighting throughout the office and manufacturing plant. - On site waste management in the office and manufacturing which includes recycling of scrap materials (steel, foam, paper) and other packaging materials. - Baler in plant for recycling of cardboard, - Non reusable electronic components are recycled though a certified recycling center. - Use of a powder coating paint finishing system producing 0 VOC emissions and is more environmentally friendly than liquid paint, e coat primer and zinc rich primer systems. - PorterCorp is a manufacture of SIP panels used in the construction of zero energy homes - Reclaim 100% of powder from prime coat booth and reuse. - Published dealer listing of recycle centers where customer can dispose of fabric tops. <p>(see fabric recycle centers in additional docs folder) (See LEED doc in certifications folder)</p>	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Certifications: AISC Building Fabricator valid through 7/31/21 (see document in certifications folder) PCI 4000 through 9/21/2021 (see document in certifications folder) LEED (Leadership in Energy and Environmental Design) is a national standard developed by the United States Green Building Council to certify sustainable buildings. LEED buildings can help save energy, conserve resources, protect occupant health, and improve owners bottom lines. PorterCorp products can assist a member's project in meeting LEED certification in the following areas: PorterCorp has a LEED AP professional on staff. Sustainable Sites, Alternative Transportation Bicycle Storage, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Material and Resources Credit, Construction Waste Management, 1-3 credits Material and Resources Credit, Recycled Content, 1-3 credits Indoor Environmental Quality, Environmental Tobacco Smoke (ETS) Control Prerequisite 2, required.</p> <p>(See LEED document for further specifics in certifications folder) Ability to sell product that meet following criteria (Buy America and Buy American).(See Buy America certification letter in certifications folder)</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>PorterCorp does not have any WMBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified WMBE subcontractors.</p> <p>In addition, we do have many dealers that meet this requirement and our goods and services can be sourced through them in order to meet any minority owned business certifications. Current known WBE territories include: New England, NC, SC, IL, WI, IN, TX, UT.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Poligon by PorterCorp open air structures provide a custom designed, engineered to order product to your specific site, that is stamped by an engineer for your specific state, to a specific building code from foundation to the steel frame to roof deck. The metal frame and finish come with a 10-year warranty utilizing PorterCorp's in house Poli-5000 powder coat paint system. The metal roofing is supported with a 20-year material and finish warranty. The fabric is supported with a 10-year performance and color warranty.</p> <p>We support a process that we refer to as DEFI, we DEFI conventional construction by offering Sourcewell members open air structures that we: D (Design): Provide design assistance that is free to the member. We can literally take a napkin sketch and develop a full 3D rendering of the customers vision. E - (Engineer): With a host of engineers on staff we not only provide fully stamped drawings and calculations for a specific site, but we can also engineer the footing. By having in house engineers, this affords us the opportunity to have constructive programming calls direct with customer to discuss their specific project details, specifications, soil conditions and any other outlying attribute that may affect the performance on our structure to a specific site location. During the engineering and design phase we also provide dynamic pricing as the project evolves, which is an efficient way of keeping everyone informed and to keep the project within budget. F - (Fabricate): PorterCorp design includes a prefabricated kit of primarily steel tube knocked down that can then be easily assembled on site per Poligon's details and instructions. Fabrication uses architectural welds, AESS standard, tube steel to eliminate bird nesting, Poli-5000 powder coat, hidden fasteners, all under AISC steel certification guidelines. I - (Install) - Project specific installation drawings and easy bolt together members allow for fast and efficient installation. Poligon also provides in house installation and engineering support after shipment should it be required. Installation services provided by our dealer/rep network.</p> <p>PorterCorp's strength truly lies in the breadth of talent and expertise of our staff. Aside from the certifications listed, our team also consists of licensed professional engineers, certified public accountants, master's degree recipients and US patent holders. With a dedicated sales force with years of experience, partnered with a professional design team, the largest most professional engineering team in the industry we bring a unique skill set to the industry that can create specialized solutions like no other company.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>We stand behind and warranty all PorterCorp products, for 10 years+ from the date of shipment. All PorterCorp products are covered in accordance to our warranty documents as shown in attached for a minimum of 10 years or more depending on pass through warranties as provided.</p> <p>We will review every situation that may occur and work with our representative, customer and installer to come to an equitable solution all parties can agree to and resolve any potential issue or concern. Our longevity in the business and the respect our customers have for our products is a testament to how we resolve matters and take care of customers.</p> <p>We provide a single point of contact with our Installation Support Team to receive the warranty claim, report progress on the solution, and ensure resolution. This approach ensures accountability and an efficient resolution of any warranty issue that may arise. In the end, a warranty document is only as good as the company standing behind it and those that do will be successful, as we have for over 57 years.</p> <p>In addition, PorterCorp will cover labor, equipment rental and parts in situations that warrant such a claim. (Refer to warranty document in warranty folder)</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	PorterCorp's products do not impose usage restrictions. Any other Limitations are noted within our terms and conditions document. (see terms and conditions doc in warranty folder)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Current technology allows for most issues to be quickly and efficiently resolved over the phone with pictures and email. With all our manufacturing documents on CAD, we can easily identify any manufacturing error that may have occurred. In the extreme situations when it is applicable, PorterCorp at their own discretion may elect to disburse someone from its installation support team to the job site. If deemed to be a warranty issue PorterCorp will cover this expense and if not, then the customer may be liable. In the end our goal is to make sure we have a satisfied customer who will buy from us again. (Refer to warranty document in warranty folder)</p>	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>PorterCorp can provide warranty service and technical support to all areas in North America. We also serve areas should our products go overseas to military or government installations. Due to the extensive quality control measures PorterCorp has instituted (part labeling, computer-controlled part mfg.) we are able to recreate field issues along with the use of cameras and technology. Very rarely is it ever required to send a member to the field, but if the situation should warrant dispensing a technician we will.</p> <p>What is more important, is the process for handling these matters. PorterCorp has a dedicated installation support team of 3 members that all are connected with cell phones/computers and are available and trained specifically on our products and installation methods. They react quickly to resolve whatever matter the customer is having while installing our product. They are also backed up with a Team of 8 engineers who can immediately evaluate the situation and write engineering letters in order to accommodate a building inspectors' requirement. Having all these disciplines available on site at the manufacture is key to quickly resolving any issue that may arise.</p>	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Items not manufactured specifically by PorterCorp (metal roof, galvanized finish, fabric, shingles) are passed through warranties by the original equipment manufacturer. PorterCorp's installation support team will handle any discussion and additional questions regarding all warranties even if they are passed through from the OEM. (Refer to warranty documents in warranty folder)</p>	*
47	What are your proposed exchange and return programs and policies?	<p>Each Polygon shelter is custom designed and engineered to order for a specific site with columns being secured to a concrete footing. Exchange and return programs are not available unless it pertains to a warranty situation. These are handled by our installation support team and are quickly resolved to the satisfaction of the customer. For additional policies and terms see document. (see terms and conditions document in warranty folder)</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>Due to the high quality of our product and finish a service contract is generally not required in the steel shelter industry. With a 10 warranty on frame and finish and a 30 year on the roof material once you install a Polygon shelter very little service is required. Some of the Polygon dealers do offer service contracts for other areas of their business and if such a contract is required, we suggest the Sourcewell member contact the Polygon dealer. The limited amount of maintenance may include cleaning the steel members and roof which is generally handled by customers maintenance departments. (see Powdercoat Care and Maintenance document in Warranty folder)</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	PorterCorps payment terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, PorterCorp reserves the right to negotiate any additional terms and conditions proposed by the Buyer. (See attached terms and conditions document in additional doc folder)
50	Describe any leasing or financing options available for use by educational or governmental entities.	PorterCorp has partnered with NCL Government Capitol to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Poligon and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<ul style="list-style-type: none"> - Members work directly with PorterCorps reps/dealer and Inside Sales Team to establish open-air structure design, pricing, specifications and attributes. - Terms and purchase options using Sourcewell are presented to the customers outlining the benefits of cooperative purchasing. - PO received indicating Sourcewell contract number and member id. Poligon order form completed by dealer/rep along with PO (see Poligon order form in additional docs folder). - PorterCorp Order Processing Team (OPT) enters the order into ERP system and identifies the order as Sourcewell. OPT has the ownership of managing the project. Since all documents are stored in our ERP system, we can produce accurate and timely reports. For more information regarding our reporting process refer to question 60 of this RFP. Pricing is verified along with member # and contract #. - Any missing criteria (colors, down payment, credit app, etc.) are requested for submission. Information must be received before order scheduling. - Sale order acknowledgment created and communicated to the Sourcewell member. Acknowledgment identifies it being a Sourcewell order along with estimated ship range, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - At the end of each quarter sales are compiled based on shipments to Sourcewell members and communicated to Sourcewell within the first two days in the new quarter. Information is communicated using the provided Sourcewell Sales Reporting template. (see admin fee form in pricing folder) - Sourcewell orders are processed by the PorterCorp dealer or directly to PorterCorp. Most orders are processed directly to PorterCorp, however if the customer has a preference then we will accommodate that request. Based on past performance 90% of the orders are processed directly by PorterCorp. Dealer processed orders are usually a result of additional park and rec related equipment being purchased and the member wanting to issue one PO. - If installation is part of the overall purchase, then PorterCorp prefers to do billing in order to properly process the paperwork and document the sale to Sourcewell. We can and have been flexible regarding the order process based on a customer's interpretation of the contract documents.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	PorterCorp currently accepts P-card procurement cards. An additional fee of 3% for purchases over \$10,000 will be applied when using a P-card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our proposal utilizes line item pricing for a wide range of products. Each product or service line is featured on a dedicated page in the pricing spreadsheet.</p> <p>We are supplying a total of 3 pricelists. One for Poligon open air structures, one for CEAS+ open air structures and one that combines the two for the purpose of this submission. PorterCorp open-air structures provide a custom designed, engineered to order shelter offering. The RFP line item pricing accounts for the most common shelter designs based on standard structural loading across the U.S and Canada. The RFP indicates MSRP, the discounted Sourcewell member price along with yellow highlighted items indicating "hot list" pricing. Pricing document includes additional options (cupola, ornamentation, cutouts) at a discounted net price. Building weight shown to properly calculate freight pricing using the freight calculator on page 8. The proposed price is considered to be a ceiling price.</p> <p>The line item pricing included in this proposal should not be considered complete and exhaustive due to the nature of each project being unique and custom to meet specific site requirements. Building codes, wind loads, snow loads, seismic conditions, design considerations are all contributing factors that affect price. PorterCorp does allow for MSRP discounts on design build engineered to order structures (custom) or modified buildings. Discount noted on the first page of the pricing document.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from MSRP varies based on net price list submission, hotlist pricing, custom and modified structures. Price discounts range from 8% to 23%
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>To encourage volume purchases PorterCorp will offer the following volume discounts:</p> <ul style="list-style-type: none"> - \$100K-\$200K: 1% - \$201K-\$300K: 2% - Above \$301K: 3%
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>PorterCorp will work with the Sourcewell member regarding pricing and delivery of any open market item and/or nonstandard option that is requested.</p> <p>In addition, PorterCorp has had experience in providing other products (not related to open air structures) in accordance to the Sourced Goods Provision as called out in the Sourcewell contract. This may include any other related items that may be associated with the park and recreation market. Any item falling within this category will be passed through at cost.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>PorterCorp is a custom designed, engineered to order open air structure system, pricing is based per our RFP.</p> <p>Our philosophy is to provide a "total acquisition cost" pricing package for all "core" products allowing members the ability to purchase custom designed and manufactured open air structures for their specific site. This will include a total cost of the product, design, engineering, shipping, and installation of the product to the member's desired location. A turnkey shelter package is provided for the entire structure which can be provided by PorterCorp and the local representative. Nonstandard pass through items can be made to members at cost, which include: engineering, concrete footings/flat work, freight, tax (if applicable), and any other site work required. PorterCorp provides electrical cutouts and access points within their structure, but does not provide electrical service and installation, this needs to be contracted directly with an electrical contractor.</p>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are identified as a separate line item in the price list. Page 8 of the pricing document we indicate a cost-based pricing module where a customer can immediately calculate freight costs based on the most popular standard products. Cost based pricing is determined by the geographic location and product weight to determine the actual freight cost. All custom products will be priced at our freight cost based on the weight and cube of the structure.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	PorterCorp provides freight coordination and pricing to mainland ports in the U.S only. Our dealers are well versed in getting material across the border and shipping by container to an offshore location and can handle the logistics and pricing from a US destination. Any container packing, freight, duties, etc. from a mainland port (I.e. Long Beach, CA) are additional to those provided in the PorterCorp pricing document.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the distribution volume of product, PorterCorp will ship only on dedicated flat bed trailers direct to any job site in the continental U.S. This allows customers to receive more predictable delivery times and the freight arrives as it left the factory by not having to cross dock material at multiple freight terminals. An important part of freight shipments to job sites, is freight coordination. PorterCorp's dedicated logistics team initiates contact with the customer 2-3 times prior to shipment confirming shipping details, arrival dates, site readiness and any other delivery concerns the customer may have.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	see pricing in pricing folder.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>A self-audit process is in place specifically intended to verify compliance of the Sourcwell contract. The following steps are conducted:</p> <ul style="list-style-type: none"> - All orders purchased under the Sourcwell contract must have the current contract number and organization member number indicated on the PO. - The dealer for the customer must complete an incoming order form and include a current PorterCorp quotation. - The Order Processing Supervisor at PorterCorp will verify the pricing and make sure it coordinates with the contractual agreement of the Sourcwell contract. This includes proper that discounts are accounted for and other established criteria are met. - All information is entered into our ERP/Epicor order management system for tracking. - The sales order acknowledgment will identify it as being a Sourcwell order. Under the product description are the words Sourcwell along with other items that include: delivery timelines, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - All orders are queried from Epicor each quarter and reported per quarterly submission document. (see admin form in pricing folder) Quarterly submission completed by PorterCorp Credit Manager. - PorterCorp is AISC certified and per the AISC guidelines there is a very extensive order entry and tracking system that must be adhered to which includes a comprehensive review of every order making sure it meets all guidelines established. - Invoice documents for projects and corresponding PO's are available for review any time upon request. - PorterCorp has been reporting documents quarterly for over 10 years and our quality and timeliness of our submissions over this period should speak for itself.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>PorterCorp proposes a 2% administrative fee calculated as a percentage of the building sales price and building installation services (if provided). The 2% would be applied to the full contract amount less taxes, engineering, concrete and freight. The 2% admin fee to be made payable to Sourcwell quarterly on all sales secured during said quarter. Previous quarter sales would be reported to Sourcwell by the 5th of the following quarter in a format much like the attached sample report. (see admin fee form in pricing folder) Note this 2% is a cost to PorterCorp and is not identified in any documentation, except for internal accounting documents.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>PorterCorp is the leader in the design, engineering, and manufacturing of open-air structures. From the initial idea to completed installation, our streamlined process makes creating the perfect structure for your site, easy and efficient. PorterCorp offers endless options to suit your site-specific requirements along with the best precision cut components and reliable engineered construction. Every structure is protected with our Poli-5000 powder coat providing many years of superior durability. The PorterCorp proposal will incorporate the following items for open air structures:</p> <ul style="list-style-type: none"> - Extensive listing of standard shaped steel shelter and sizes open-air structure. (Reference Poligon catalog in additional docs folder). - Extensive offering of additional accessories (ornamentation, cupolas, electrical cutout, integrated benches, solar kits, column shapes, medallions, etc.). Accessories allow members to modify a standard structure. (Reference Poligon catalog in additional docs folder). - Ability to offer any custom size and shape open air structure Sourcewell members have in mind. This may include all steel, fabric top, all wood, or combination steel columns glulam top. (reference Poligon idea book showing examples in additional docs folder) - Extensive offering of steel frame with fabric top made of HDPE fabric or vinyl fabric open air structure. (reference Poligon Fabric catalog in additional docs folder) - Extensive offering of wood frame (glulam) open-air structure. This may also include a combination of steel columns and glulam upper frame. (reference Poligon wood catalog in additional docs folder) - Extensive offering of steel frame custom open-air structures designed for the commercial and architectural markets. (reference CEAS+ catalog in additional docs folder) - Installation, footings and site work for entire offering. - Shipping direct to installation site. - Stamped engineering for specific state and location to meet all building code requirements. - Finance option is proposed through NCL Government Capital - Complete design service for any standard or custom open-air structure as a no charge service to Sourcewell members. - Installation support expertise during product installation. - Provide shade studies based on sun movement. - Engineered footing design with or without a soil test. <p>Under open air structures we market a complete offering of Steel structures, wood structures and fabric structures. The structures are marketed under two Brands, Poligon targeting the landscape architect and Park and Recreation, and CEAS+ targeting commercial and institutional applications specified by architects.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Open air steel frame and steel roof/shingle/polycarbonate roof structures - Trellis - Portals - Open air steel frame and fabric roof structures - Open air wood frame and steel/shingle roof structures - Integrated benches and bike racks with steel frame structure - Kiosks - Sun shelters - Privacy shelters

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Open air structures	<input checked="" type="radio"/> Yes <input type="radio"/> No	All types of open air structures (pavilions, gazebos, shelters, bandshells, amphitheaters, walkway covers, shade structures, kiosks, transit shelters, dugouts, trellis', entrance canopies, portals, DSA shelters, farmers market structures, picnic shelters, bleacher covers, sun shelters, crossing) made of steel, wood or fabric shade. *
67	Accessory or utility buildings	<input checked="" type="radio"/> Yes <input type="radio"/> No	Privacy shelters (portable toilet enclosure), PorterCorp structures quite often are used to provide the frame and roof for accessory and utility buildings. Walls and utilities are done by others. *
68	Services related to the solutions above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complementary installation and site work, design build services *

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Monthly metrics as well as quarterly metrics are tracked based on Sourcwell sales in relation to total sales so we can measure, track and evaluate a KPI to determine our success and growth of the contract and Sourcwell member purchases. Additional KPI's are tracked including Sourcwell sales as a percentage of total sales.</p> <p>Aside from tracking sales and opportunities, we hold a companywide competition on the dealer selling the most by volume annually using the Sourcwell contract. Leader board stats are distributed with the highest selling rep being celebrated at our annual sales meeting during NRPA. This has become a tradition at Poligon, with our Contract Administrator presenting the crystal award while exchanging ideas with the Poligon dealer base.</p>
70	Describe the methods or techniques that impact the durability or longevity of your product.	<ul style="list-style-type: none"> - All welds are ground to better accept powder coat enhancing overall paint performance while providing an architectural look to the finish product. - All Zinc plated or galvanized fasteners used for improved corrosion resistance. - Use galvalume or aluminum material for all cover plates and parts that require sheet metal to reduce rusting. - Steel shot blast machine that removes all weld splatter and flash rust to near white condition. - Use a Super Durable TGIC powder vs std TGIC. - Factory staining of T&G. - Powder coat the heads of any exposed fasteners. - PorterCorp breaks all steel sharp edges with a grinder to better accept powder coat. - All plates are CNC processed providing improved accuracy and improved acceptance of welds. - Steel gutters and down spouts provided that can be powder coated to match the frame color. - Ability to galvanize steel as well as galvanize and apply a powder coat finish. This is a unique process and used in extremely corrosive environments. - PCI 4000 certification for the Powder Coating Institute. - Most detailed and comprehensive CSI specification in the industry supporting our quality, certification and performance spec. (See attachment in additional docs folder) - All parts are packed with foam, wood and cardboard. Each part is treated as a "Class A" surface to make certain when parts arrive without any damage. In addition, because we use dedicated flat bed carriers only our products are on the trucks. This makes sure our products arrive on time and in the same condition as when they left the factory. - All standing seam is factory notched to simply installation and provides a clean and uniform appearance.

71	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<ul style="list-style-type: none"> - PorterCorp engineers and stamps all our drawings and verify they meet the local building code and requirements. - PorterCorp has their own linear conveyor powder coat line with steel shot blast. This allows for fast turnaround, lower cost and improved quality - Tube laser CNC programmed off a CAD model. - Automated Peddinghouse dual axis CNC drilling and cutting machine. - Certified welders as well as 3 certified LA County quality control inspectors. - All connections utilize hidden fasteners. - 2 Full time quality control personnel. - All parts are labeled, and part numbers etched in steel of facilitate part identification and correlation to instruction sheet. - Flatbed laser to cut our own medallions and ornamentation. - Poli-5000 is our unique powder coat finish system providing the most durable finish system in the open-air structure industry. Refer to specs and supporting documentation (Poli-5000 specs in additional docs folder) - Provide DSA (Division of State Architect) approved PC structures for the state of CA. - Cooling tunnel for steel member after being painted. - Use tube steel to eliminate bird nesting and hide electrical wiring.
72	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	<p>Certifications: AISC Building Fabricator valid through 7/31/21 (certifications folder) PCI 4000 through 9/21/2021 (certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certifications or licenses be required that we do not possess in house, we will utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). See example of Buy America certification letter. Professional 6 SIGMA Black Belt on Staff.</p> <p>Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (see certifications folder)</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		None

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ben Judy, Director of Sales & Marketing, PorterCorp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Fri January 15 2021 10:28 AM	<input checked="" type="checkbox"/>	1
Addendum 4_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Thu January 14 2021 10:10 AM	<input checked="" type="checkbox"/>	2
Addendum 3_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Tue December 22 2020 04:01 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Thu December 10 2020 02:58 PM	<input checked="" type="checkbox"/>	1
Addendum 1_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Fri December 4 2020 03:46 PM	<input checked="" type="checkbox"/>	1



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1833
Date: March 17, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X84' ICON DSA HIP SHELTER - Caleb Greenwood Elementary						
1	DSARH30X84-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	116,250.00	116,250.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-8,137.00	-8,137.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	116,913.00
CA-Sacramento-Sacramento (8.75%)	9,459.89
Total	\$126,372.89

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1770
Date: March 11, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X64' ICON DSA HIP SHELTER - JOHN BIDWELL ELEMENTARY						
1	DSARH30X64-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	99,500.00	99,500.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-6,965.00	-6,965.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	101,335.00
CA-Sacramento-Sacramento (8.75%)	8,096.81
Total	\$109,431.81

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1775
Date: March 11, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X64' ICON DSA HIP SHELTER - SEQUOIA ELEMENTARY						
1	DSARH30X64-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	99,500.00	99,500.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-6,965.00	-6,965.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	101,335.00
CA-Sacramento-Sacramento (8.75%)	8,096.81
Total	\$109,431.81

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1774
Date: March 11, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X64' ICON DSA HIP SHELTER - TAHOE ELEMENTARY						
1	DSARH30X64-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	99,500.00	99,500.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-6,965.00	-6,965.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	101,335.00
CA-Sacramento-Sacramento (8.75%)	8,096.81
Total	\$109,431.81

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1773
Date: March 11, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X64' ICON DSA HIP SHELTER - NEW JOSEPH BONNHEIM ELEMENTARY						
1	DSARH30X64-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	99,500.00	99,500.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-6,965.00	-6,965.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	101,335.00
CA-Sacramento-Sacramento (8.75%)	8,096.81
Total	\$109,431.81

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1767
Date: March 11, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X64' ICON DSA HIP SHELTER - ALICE BIRNEY PUBLIC WADORF K-8						
1	DSARH30X64-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	99,500.00	99,500.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-6,965.00	-6,965.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	101,335.00
CA-Sacramento-Sacramento (8.75%)	8,096.81
Total	\$109,431.81

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1771
Date: March 11, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X64' ICON DSA HIP SHELTER - JOHN D SLOAT ELEMENTARY						
1	DSARH30X64-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	99,500.00	99,500.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-6,965.00	-6,965.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	101,335.00
CA-Sacramento-Sacramento (8.75%)	8,096.81
Total	\$109,431.81

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____



QUOTE

Quoted To:
Sacramento City Unified School District
 5735 47th Ave
 Sacramento, CA 95824

Contact: James Dobson
 Phone: 916.264.4075 / Email: jimd@scusd.edu

Quote #: Q22-1772
Date: March 11, 2022
Project: Sacramento City Schools District Shades
City: Sacramento
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
30'X64' ICON DSA HIP SHELTER - LEATAATA FLOYD ELEMENTARY						
1	DSARH30X64-10M-P4 Rectangular Hip Shelter 24 Ga. Pre-Cut Standing Seam Metal Roof Panel (Ribs @ 12' Centers) 4:12 Roof Slope 10' Eave Height Gutters and (4) Downspouts Electrical Cutouts (2 Total) Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-DSA	1	99,500.00	99,500.00
PURCHASING CONTRACT DISCOUNT						
2	National Purchasing Partners Contract #2060 Customer Member ID#: 2029010 *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount-NPP-TX	1	-6,965.00	-6,965.00
SHIPPING						
3	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
4	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others Fabrication cannot begin until customer has provided supplier with proof of DSA approval	Park Planet	DSA	1	0.00	0.00
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
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Sub Total	101,335.00
CA-Sacramento-Sacramento (8.75%)	8,096.81
Total	\$109,431.81

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____

TERMS & CONDITIONS

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

- *Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- *Others require a onepage credit application or payment with order
- *TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured in Place Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weathering conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

**8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Park Planet General Insurance

Call for Proof of Insurance & W-9

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Park Associates Inc. DBA Park Planet ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain PARK, PLAYGROUND, AND RECREATION EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PARK, PLAYGROUND, AND RECREATION EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2060 for PARK, PLAYGROUND, AND RECREATION EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2060 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and

conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number PS21050, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers, suppliers or installers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any

part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

Park Associates Inc. DBA Park Planet
415 Elm St.
Red Bluff CA 96080
ATTN: Cynthia Cooper
Email: cindy@parkplanet.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any

modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

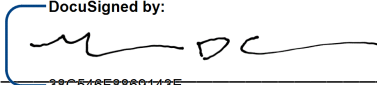
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____
38C540F8809143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: April 1, 2021 | 9:15 AM PDT

VENDOR:

DocuSigned by:

Signature: _____
03CC8229037A42B...

Printed Name: Cindy Cooper

Title: C.O.O , Vice President
Park Associates Inc. DBA Park Planet

Dated: April 1, 2021 | 9:10 AM PDT

ATTACHMENT A**to Master Price Agreement by and between VENDOR and PURCHASER.****PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

<u>PRODUCT CATEGORY</u>	<u>DISCOUNT OFFERED</u>
1. School Age Playgrounds and Components (except custom concrete or GFRC items see other #8)	-10%
2. Aquatic & Other Playgrounds & Components	-5%
3. Shelters and Shade Structures	-7%
4. Outdoor Fitness Equipment	-7%
5. Safety Surfacing - PIP, Synthetic Turf, Rubber tiles Rubber mulch and wood fiber	- 7%
6. Site Amenities (Except Kay Park -5%)	-7%
7. Installation	FIXED
8. Other Playground Equipment - IDS, UPC Parks And Themed Concepts (Custom concrete & GFRC	-5%
Services & Labor	
○ Demo of existing, removal and off haul of old product (Not to exceed cost plus 25% plus prevailing wage if applicable)	FIXED
○ Assembly & Installation of New playground equipment (Not to exceed 65% of Equipment retail plus Prevailing wage if applicable)	FIXED
○ Assembly & Installation of New Shade shelters/structures (Not to exceed 65% of structures retail plus Prevailing wage if applicable)	FIXED
○ Site Work & Site Prep for playgrounds, including but not limited to Excavating and grading - Not to exceed 65% of equipment retail cost of the equipment being installed.	
Installation of Rubber Tiles - \$4.50 per sq ft	FIXED
Install wood fiber - manual spread \$18 yd	FIXED
Install wood fiber - blow in - \$24 yd	FIXED
Install Poured in Place surfacing - see above discount	
○ Concrete Curb, walkway, ADA ramp or concrete slab (Cost plus 25%, plus prevailing wage, if applicable)	FIXED
○ ADD Custom Footings Shelters - Pier \$2500 ea	FIXED
• ADD Custom Footings Shelters - Spread ea. \$3500	FIXED

- ADD Custom Grade Beams for Shelters \$5000 ea FIXED
- ADD Custom Cutting of Roof Angles \$2500 FIXED
- Engineering - Drawings & Calculations for shade FIXED
or playgrounds Not to exceed 10% of retail cost of equipment. FIXED
- Special Insurance Requirements - Not to exceed Cost plus 20% FIXED
- Offloading services - .25 per lb. of equipment FIXED
- Temporary Fencing - \$13 per lineal foot FIXED
- Performance and/Payment Bonds - Not to exceed cost plus 20% FIXED

*Prevailing wage adds for State or Federal Wages can increase overall installation up to 10% of the cost of the retail equipment or materials.

FREIGHT FOR ABOVE EQUIPMENT

Playground Freight --West Coast \$.50 lb.	Midwest \$1.00 lb.
Shelter Freight --West Coast \$1.00 lb.	Midwest \$1.25 lb.
Aquatic Freight --West Coast \$5.50 lb.	Midwest \$5.50 lb.
Rubber Surfacing --West Coast \$1,000 per truck	Midwest \$1000 per truck load
Wood Fiber --West Coast \$1500 per truckSite	Midwest \$1500 per truck load
Amenities --West Coast \$1,200 per truck	Midwest \$1,200 per truck load
Outdoor Fitness --West Coast \$ 2000 per truck	Midwest \$2,000 per truck load
*Other - Including --West Coast \$3500 per truckIDS, Themed Concepts	Midwest \$4500 per truck load
UPC Parks & ConcretePlayground items	

*Weather, COVID-19 and Changes in fuel prices can affect freight costs

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



Agreement for Architectural Services

between

Sacramento City Unified School District

and

Rainforth Grau Architects

Shade Structures at 8 Sites (Group 2) Project

Dated: February 16, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of February 16, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and Rainforth Grau Architect ("Architect") (collectively "Parties"), for the following project ("Project"):

Shade Structures at 8 Sites (Group 2): Installation for approximately 2,000 sqft shade structures at Caroline Wenzel, Earl Warren, Elder Creek, Hollywood Park, John Still, Leonardo da Vinci, Mark Twain and Rosa Parks.

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 reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Shade Structures at 8 Sites (Group 2) Project at:

Caroline Wenzel
6870 Greenhaven Dr., Sacramento, CA 95831

Earl Warren

5420 Lowell St., Sacramento, CA 95820

Elder Creek
7934 Lemon Hill Ave., Sacramento, CA 95824

Hollywood Park
4915 Harte Way, Sacramento, CA 95822

John Still
2200 John Still Drive, Sacramento, CA 95832

Leonardo da Vinci
4701 Joaquin Way, Sacramento, CA 95822

Mark Twain
4914 58th St., Sacramento, CA 95820

Rosa Parks
2250 68th Ave., Sacramento, CA 95822

- 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:

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"):
 - 27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 27.1.2. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
 - 27.1.3. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

- 2.7.14. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
- 2.7.15. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.15.1. 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.
- 2.7.16. 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 direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal In Charge: Jeffrey Grau
Project Director: Vipul Safi
Project Architect(s): Affifa Kadhim (PM)
Major Consultants:
 Electrical: Peters Engineering
 Civil: Warren Green Engineering

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the

Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Two Hundred Eight Thousand Dollars (\$208,000) based on the rates set forth in **Exhibit "D."**
- 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 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: Jessica Sulli, Contract Specialist
EMAIL: Jessica-sulli@scuscd.edu

Architect:

Rainforth Grau Architects
2101 Capitol Ave Ste 100
Sacramento, CA 95816
ATTN: Jeffrey Grau, Principal
EMAIL: jgrau@rainforthgrau.com

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

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [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 "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

RAINFORTH GRAU ARCHITECTS

By: _____
Rose Ramos
Chief Business Officer

By: _____
Jeffrey Grau
Principal

Date: _____

Date: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Shade Structures at 8 Sites (Group 2)

Project Description:

- Shade structures at eight school sites for outside dining
- Structures to be approximately 2,000 sf
- Structures to have hip roofs
- Structures will be DSA approved PC structures engineered for lowest minimum soil bearing capacity (1500 psi); PC drawings to be provided by Mfr at time of bid
- Structure specifications will allow for multiple vendors
- Concrete pad to be provided at each structure
- Lighting and minimal power to be provided at each structure
- ADA improvements assumed to be limited to 20% to 30% of estimated construction value; improvements significantly beyond this threshold may be added services which should be allocated for in fee contingency based on final DSA requirements

Specific Scope Exclusions:

- No signal systems to structures
- No fire sprinklers at structures
- Fire water distribution extensions and/or new hydrants for fire protection

SCOPE OF SERVICES

- Site investigation for each site
 - On-site visits to confirm existing conditions and constraints including parking, paving and power capacity for structure lighting and convenience outlet
 - Smart level assessment of POT grades to establish conditions
 - Topographic survey limited to POT for basic compliance when needed for engineering
- DSA Preliminary Meeting to review scope and ADA requirements
- Location confirmation
 - Work with District to finalize structure locations considering site desires, existing

conditions, and code issues

- Shade structure investigation
 - Review options of PC shade structures with District
 - Develop recommendations on structures to specify
 - Confirm structure costs and requirements (i.e., need for geotechnical reports)
- Finalize site plans with location of structure, POT, and other improvements necessary
- Identification of ADA upgrades beyond POT if needed
- Final plans, specifications, project manual for bidding
- QA/QC check of documents
- District/Architect page-turn-review of final bid documents
- Agency approvals (DSA only; no local fire authority unless requested by District)
- Bidding assistance
- General construction contract administration services
- Close-out and certification

Exclusions from Services:

1. ADA improvements beyond those described above
2. Topographic survey beyond POT as noted above
3. Structural engineering of shade structures (by manufacturer)
4. Geotechnical Investigation / Geohazards Investigation
5. Storm Water Prevention Pollution Plan
6. Exhaustive evaluation of utility services and distribution/collection systems
7. Assessment, testing or removal of hazardous materials (assume none)
8. Services or activities not specifically noted above
9. Detailed cost estimates
10. Printing of documents for District, Agency, Bidding and GC use
11. Closeout services for uncertified buildings on site

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. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

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

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

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

3. **Construction Cost Budget**

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

4. **Presentation**

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

5. **Deliverables and Numbers of Copies**

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

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

6. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 plans showing overall dimensions, identifying the various major areas and their relationship.
- b. Preliminary exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- c. Identify minimum finish requirements
- d. Identify code requirements, include occupancy classification(s) and type of construction.

4. Civil

Develop on Path of Travel plan

- a. Coordinate finish floor elevations with architectural site plan.

5. 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.

6. **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.
- 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.

7. **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.

8. 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.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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E. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD")

a. General

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

b. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Site utility plans completed.
- (v) Fixed equipment details and identification completed.

c. Electrical

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

d. Civil

All site plans, completed.

e. 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.

f. 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.

g. 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.

h. 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) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.

- (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

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F. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

G. 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 as indicated below in Section J.

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H. 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 indicated below in Section J.

I. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction 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.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase (One (1) meeting(s))

- a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

- (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- b. Architect shall participate in One (1) meeting(s) as requested by District.
- (A)

4. Initial Site Visits (One (1)) meeting(s)

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. Meetings During Architectural Program (Two (2)) meeting(s)

- a. Architect shall conduct One (1) site visit/meeting(s) with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- b. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- c. Architect shall conduct a minimum of One (1) additional meetings as requested by District.

6. Meetings During Schematic Design Phase (One (1)) meeting(s)

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct One (1) design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.

- (ii) Architect and District shall review District goals and expectations.
- (iii) District shall provide input and requirements.
- (iv) Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
- (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

b. Value Engineering Workshop (One (1)) meeting(s)

- (i) Architect shall conduct value engineering workshop(s), as requested by the District, which shall include all of Architect's Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

7. Meetings During Construction Documents Phase (One (1)) meeting(s)

- a. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct One (1) meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

8. Meetings During Bidding Phase (Two (2)) meeting(s)

- a. Attend and take part in One (1) meeting, per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct One (1) kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

9. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

END OF EXHIBIT

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 Architect	\$215
Associate Principal	\$200
Associate	\$190
Senior Architect/Project Manager	\$180
Architect II	\$165

Project Manager	\$155
Architect I	\$145
Job Captain II	\$135
Job Captain I	\$120
Designer:	\$100
Graphic Designer	\$135
Interior Designer II	\$135
Interior Designer I	\$100
Project Management Assistant	\$100
Clerical	\$95

- 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

Proposal Approval / Authorization	Feb 2022
Planning & Design	Feb 2022
Construction Documents	Mar 2022
Shade Structure Procurement	Apr 2022
DSA Review & Approval (OTC)	Apr (subsequent increment approval of PC drawings)
Bidding - Site	April
Award	May
Construction	June – TBD based on material availability

All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"
PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect according to its hourly rate schedule set forth in Exhibit "B" for all Services contracted for under this Agreement.

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.

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:
1. **Commercial General Liability.** One Million Dollars (\$1,000,000) 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, Any Auto.** 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 Twenty-Five Thousand Dollars (\$25,000) 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 twenty-five thousand dollars (\$25,000). 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
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
7. 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.

8. 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.
 9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
 10. If Architect 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, Architect 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.
- 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

INDEPENDENT CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES

This Independent Consultant Agreement for Architectural Services ("Agreement") is made and entered into as of the 21st day of March, 2022, by and between the Sacramento City Unified School District, ("District") and Verde Design, Inc. ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526 authorizes the District to contract with any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the District duly determined that it needs some or all of the services to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is trained, experienced, and competent to perform the services required by the District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** Consultant shall provide Architectural Services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. **Term.** Consultant shall commence providing Services under this Agreement on March 21, 2022 and will diligently perform as required and complete performance by December 31, 2022 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- 3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements

- 4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three Hundred Twenty-Eight Thousand One Hundred Thirty Dollars (\$328,130). District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

Phase	Duration	Fee
Phase A – 50% Construction Documents	4-5 weeks	\$89,415
a. DSA draft submittal	4 weeks at DSA	
Phase B – 100% Construction Documents		\$80,985

a. DSA Submittal	6-8 weeks	
b. DSA Review	6-8 weeks	
c. DSA Comments	2 weeks to address	
d. DSA Back Check (Appointment only)	2 weeks out	
Phase C – Construction Administration	36 weeks	\$71,490
	Subtotal	\$241,890
Subconsultant Fees		
Electrical Engineer		\$35,200
Structural Engineer		\$51,040
	Subconsultant Subtotal	\$86,240
	Total Fee	\$328,130

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents.
8. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District’s business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant’s employees.
9. **Performance of Services.**
 - 9.1. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant’s employees or agents shall secure and maintain in force such certificates, permits,

licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

- 9.2. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for Services to California school districts.
- 9.3. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 9.4. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of Services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.6. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.7. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 9.7.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 9.7.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other

intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant 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 Consultant 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 Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

12. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

13. Indemnification.

13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 13.1 above. Consultant's obligation pursuant to this Article 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) and to enforce the indemnity herein, subject to section 13.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.

13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. Workers' Compensation and Employer's Liability Insurance.

Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Consultant shall deliver updated certificates indicating the required coverages to the District every policy period. Certificates and insurance policies shall include the following:

- 14.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

15. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

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

17. **[RESERVED]**

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws,

including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

19. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

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

19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

19.5. Consultant and Consultant's employees shall not use student restroom facilities; and

19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

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

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

District:

Sacramento City School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Office
EML: dan-sanchez@scusd.edu

Consultant:

Verde Design, Inc.
2455 The Alameda Ste 200
Santa Clara, CA 95050
ATTN: Mark Baginski, Principal
EML: mark@verdedesigninc.com

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice

given by mail shall be effective three (3) calendar days after deposit in the United States mail.

22. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. 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. 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.

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

24. **[RESERVED]**

25. **Termination.**

25.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

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

25.2.1. material violation of this Agreement by Consultant; or

25.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District

exceed the cost of providing the Services pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

26. **Integration; Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
30. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
31. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the District's Board of Education. Should Consultant begin performing Services in advance of approval by the Board of Education, any Services so performed in advance of the approval date will be provided at the Consultant's risk.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authority and empowered to enter into this Agreement.

36. **Counterparts.** 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.

37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Sacramento City Unified School District

Verde Design, Inc.

By: _____
Rose Ramos
Chief Business Officer

By: _____
Mark S. Baginski
Principal

Date: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Design and construction services for new varsity baseball and softball fields and a new golf practice facility at Hiram Johnson High School located at 6879 14th Avenue, Sacramento, CA 95820.

Consultant to provide civil engineering, landscape architecture, documentation, and construction administration for relocating the varsity baseball and softball fields at Hiram Johnson High School. Project includes design of the following improvements:

1. New 30' tall chain link backstops – 30' Fence/Netting may also be required in areas.
2. New CMU dugouts with metal roofs, brick veneer to match the school and storage closet.
3. New home and visitor bullpen, single station.
4. New hybrid Bermuda grass field (sod) on amended site soils.
5. New infield fines and mound mix.
6. New decomposed granite warning track
7. Regrading of existing fields However, NO new sub-surface drainage is included per district request.
8. Fields will have sheet flow surface drainage with area drains located outside of field.
9. Baseball and softball specific irrigation design including coverage of infield fines on separate valve.
10. New electrical power for dugouts, bullpens, scorers' area, and batting cage
11. New perimeter fencing with mow bands for each field.
12. New batting cage – two stations one each for baseball and one for softball.
13. New baseball style scoreboard for each sport sharing a common post.
14. New flagpole located adjacent to scoreboard.
15. Concrete hardscape to provide access - minimize

The golf practice facility, located north of the existing tennis facility, consists of the following components:

1. The space involved is roughly 150' long x 80' wide
2. The facility consists of a practice putting green with 9 holes
3. A sand bunker area is also included
4. A hitting area (tee box) with a netting system to contain balls within the first 12'. Net to be golf specific and a minimum of 15' tall.
5. Convenience outlets at tee area.

Scope of Services

Phase A –50% Construction Documents

1. Develop conceptual site plan integrating the three elements onto the site. These elements include the golf practice facility, baseball, and softball fields
2. Review and get approval of the approved master plan concept to move forward into construction drawings.
3. Prepare 50% Construction documents based on approved plan
 - a. Cover Sheet

- b. Accessibility Plan
 - c. Existing Condition Plan
 - d. Grading Plan
 - e. Drainage Plan
 - f. Material Plan
 - g. Irrigation Plan
 - h. Landscape Plan
 - i. Construction Detail Plans
 - j. Electrical Plans and Details
 - k. Structural Plans and Details
4. Coordinate with all subconsultants
 5. Prepare technical specifications for scope of work items.
 6. Prepare an Estimate of Probable Costs – identify DSA fees based on cost of work.
 7. Provide internal QA/QC process
 8. Revise plans for submittal preparation to District for review and comment.
 9. Revise plans per District comments
 10. Prepare initial DSA applications and make preliminary DSA Submittal.
 11. Project administration

Phase B – 100% Construction Documents (DSA Submittal)

1. Initiate 100% Plans, specifications and estimate package for DSA Full Review
2. Provide internal QA/QC process
3. Revise plans for submittal preparation to District for review and comment.
4. Revise plans per District comments
5. Prepare full DSA Submittal.
6. Respond to any DSA comments.
7. Attend DSA backcheck Bluebeam meeting for approval.

Phase C – Construction Administration

1. Attend Pre-bid meeting
2. Prepare addenda
3. Review Bids
4. Attend 12 zoom call construction administration meetings.
5. Attend up to twenty-four (24) site meetings.
6. Provide up to twenty-four (24) site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.
7. Process and coordinate submittals and shop drawings (max. 2 submittals for anyone (1) product; additional re-submittals will be billed on an additional Time-and-Materials basis)
8. RFI coordination and processing.
9. Substitution request evaluation.
10. Review all Contractor warranties/guaranties and M&O documentation for our scope of work.
11. Close project and organize electronic files, plans and construction binder.

Subconsultant Services:

Ahern Know and Hyde – Structural Engineer and DPIRC

1. Provide structural input for batting cages, CMU dugouts, backstops, foul poles, and footings.

2. Act as Design Professional In Responsible Charge

ACEE – Electrical Engineering Services

1. Engineering design new power to dugouts, backstops, batting cages, and golf facility.
2. Provide 50% CD, 100% CD (Bid Set) Submittals
3. Prepare technical specifications and engineering cost estimate.
4. Bidding and Construction administrative support

1.1. **Basic Services.**

1.1.1. Consultant 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. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.

1.1.2. Consultant 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. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.

1.2. **Construction Oversight Process.** Prior to commencement of construction, Consultant shall:

1.2.1. Ensure that the Project Inspector is approved by the DSA prior to requesting issuance of project inspections cards.

1.2.2. Request issuance of the proper number of project inspection cards from DSA after the construction contract has been awarded and provide project inspection cards to the Project Inspector.

1.2.3. Prepare the Statement of Structural Tests and Special Inspections and submit to DSA. Then provide approved forms to the Project Inspector and Laboratory of Record.

1.2.4. Prepare Contract Information form (form DSA-102 or more current) for all construction contracts and submit to DSA.

1.3. **Observation of the Construction.** Consultant 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 Consultant or its qualified representative to observe construction.

- 1.4. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA-152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.5. **Final Verified Report.** Consultant 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 Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Verde Design, Inc.

By: _____
Mark S. Baginski
Principal

Date: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement:

- The Work on the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with the District pupils or (ii) Consultant’s employees or any subcontractor or supplier of any tier of the Agreement 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 Consultant under the Agreement.

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 fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s Services under this Agreement and Consultant, who is not a sole proprietor, certifies its compliance with these provisions as follows: “Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing Services pursuant to the Agreement, and the California Department of Justice 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s Services under this Agreement and Consultant, who is a sole proprietor, certifies its intent to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Consultant’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 California Department of Justice 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 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 Consultant’s fingerprints as if he or she was an employee of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

Consultant's Services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

— The installation of a physical barrier at the worksite to limit contact with pupils.

— Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

— Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Verde Design, Inc.

By: _____
Mark S. Baginski
Principal

Date: _____

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2021-2022**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”), a member of the Sacramento City Unified School District SELPA, and Positive Behavior Supports Corp. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of

directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20)

days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
 - \$3,000,000 per occurrence
 - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with

California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or

as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent

agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress

on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education

eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or

lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided

by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- a. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- b. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR
Positive Behavior Supports Corp.

LEA
Sacramento City Unified School District

By: Michael Nolan 3/24/22
 Michael Nolan Date
 CEO

DocuSigned by:
Rose Ramos 04/04/2022
 CC8FE7C204D7402...
 Rose Ramos Date
 Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

Michael Nolan, CEO
Positive Behavior Supports Corp.
795 Folsom Street, First Floor
San Francisco, CA 94107

P: 916-937-3270 ext 1161 F:
Email: npostma@teampbs.com

Notices to LEA shall be addressed to:

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Positive Behavior Supports Corp.

CDS NUMBER:

Maximum Contract Amount: See Purchase Order PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	\$100.00	Per Hour
• 1:1 Paraprofessional Services (BII)	\$60.00	Per Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (____) _____ (____) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):

Daily Rate: _____

Estimated # of Days x Daily Rate = Projected Basic Education Costs

B. RELATED SERVICES

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR
Positive Behavior Supports Corp.

LEA
Sacramento City Unified School District

By: _____
Michael Nolan
CEO
Date

By: _____
Rose Ramos
Chief Business Officer
Date

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
 Jessica Sulli
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

CARE INC
 15315 MAGNOLIA BLVD STE 306
 SHERMAN OAKS, CA 91403

April 12, 2022

Purchase Order **N22-00028**
 PO Date 09/21/2021

Ship Date
 Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT

Ship Location *SEE DELIVERY ADDRESS BELOW*

YLI@CAREBEHAVIORSERVICES.COM

Message
 INCREASE BY \$25,000

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
Changed Line Item #1 from:						
1	EACH		NPA SERVICES FOR STUDENTS AS REQUE	40,000.0000	40,000.00	
Changed Line Item # 1 to:						
1	EACH	1	MAIL INVOICES & RECORDS TO: SPECIAL EDUCATION DEPARTMENT ATTN: KATRINA KAFOUROS 5735 47TH AVENUE SACRAMENTO, CA. 95824 OR E-MAIL: SPED-Invoices@scusd.edu NPA SERVICES FOR STUDENTS AS REQUESTED BY THE SPECIAL EDUCATION DEPARTMENT FOR FISCAL YEAR 2021-2022, PER MASTER CONTRACT. SERVICE PERIOD: 7/1/21 - 6/30/22	65,000.0000		65,000.00

ACCOUNTS

01- 6500- 0- 5100- 00- 5750- 1180- 137- 0750- 000	.00
01- 6500- 0- 5800- 00- 5750- 1180- 137- 0750- 000	.00
01- 6500- 0- 5100- 00- 5740- 1180- 137- 0750- 000	40,000.00
01- 6500- 0- 5800- 00- 5740- 1180- 137- 0750- 000	25,000.00

Previous Purchase Order Total	40,000.00
Current Purchase Order Total	65,000.00

Authorized _____ Date _____

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
Jessica Sulli
5735 47th Avenue
Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

CARE INC
15315 MAGNOLIA BLVD STE 306
SHERMAN OAKS, CA 91403

April 12, 2022

Purchase Order **N22-00028**
PO Date 09/21/2021

Ship Date
Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT

Ship Location *SEE DELIVERY ADDRESS BELOW*

YLI@CAREBEHAVIORSERVICES.COM

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
			Net INCREASE to PO Total	\$25,000.00		

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
 Jessica Sulli
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

SIERRA FOOTHILLS ACADEMY
 6245 KING RD
 LOOMIS, CA 95650

April 12, 2022
 Purchase Order **N22-00014**
 PO Date 08/23/2021

Ship Date
 Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT

Ship Location *SEE DELIVERY ADDRESS BELOW*

Message
 INCREASE BY \$60,000

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
Changed Line Item #1 from:						
1	EACH		NPS SERVICES FOR STUDENTS AS REQUE	80,000.0000	80,000.00	
Changed Line Item # 1 to:						
1	EACH		MAIL INVOICES & RECORDS TO: SPECIAL EDUCATION DEPARTMENT ATTN: KATRINA KAFOUROS 5735 47TH AVENUE SACRAMENTO, CA. 95824 OR E-MAIL: SPED-Invoices@scusd.edu NPS SERVICES FOR STUDENTS AS REQUESTED BY THE SPECIAL EDUCATION DEPARTMENT FOR FISCAL YEAR 2021-2022, PER MASTER CONTRACT.	140,000.0000		140,000.00
SERVICE PERIOD: 7/1/21 - 6/30/22						

ACCOUNTS

01- 6500- 0- 5100- 00- 5750- 1180- 138- 0750- 000	115,000.00
01- 6500- 0- 5800- 00- 5750- 1180- 138- 0750- 000	25,000.00

Previous Purchase Order Total	80,000.00
Current Purchase Order Total	140,000.00
Net INCREASE to PO Total	\$60,000.00

Authorized _____ Date _____

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
 Jessica Sulli
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

SPEECH PATHOLOGY GROUP INC
 2021 YGNACIO VALLEY RD C103
 WALNUT CREEK, CA 94598

April 12, 2022

Purchase Order **N22-00051**
 PO Date 10/28/2021

Ship Date
 Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT
 Vendor FAX (925) 945-1483
 sheila.dizon@speechpath.com

Ship Location *SEE DELIVERY ADDRESS BELOW*

Message

INCREASE BY \$1,500,000

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
Changed Line Item #1 from:						
1	EACH		NPA SERVICES FOR STUDENTS AS REQUE	2,400,000.0000	2,400,000.00	
Changed Line Item # 1 to:						
1	EACH		MAIL INVOICES & RECORDS TO: SPECIAL EDUCATION DEPARTMENT ATTN: KATRINA KAFOUROS 5735 47TH AVENUE SACRAMENTO, CA. 95824 OR E-MAIL: SPED-Invoices@scusd.edu NPA SERVICES FOR STUDENTS AS REQUESTED BY THE SPECIAL EDUCATION DEPARTMENT FOR FISCAL YEAR 2021-2022, PER MASTER CONTRACT.	3,900,000.0000		3,900,000.00
SERVICE PERIOD: 7/1/21 - 6/30/22						

ACCOUNTS

01- 3310- 0- 5100- 00- 5750- 1180- 137- 0750- 000	.00
01- 3310- 0- 5800- 00- 5750- 1180- 137- 0750- 000	.00
01- 6500- 0- 5100- 00- 5750- 1131- 137- 0750- 000	.00
01- 6500- 0- 5100- 00- 5750- 1180- 137- 0750- 000	.00
01- 3310- 0- 5800- 00- 5746- 1180- 137- 0750- 000	25,000.00
01- 3310- 0- 5100- 00- 5746- 1180- 137- 0750- 000	1,484,737.00

Authorized _____ Date _____

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
Jessica Sulli
5735 47th Avenue
Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

SPEECH PATHOLOGY GROUP INC
2021 YGNACIO VALLEY RD C103
WALNUT CREEK, CA 94598

April 12, 2022

Purchase Order **N22-00051**

PO Date 10/28/2021

Ship Date

Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT

Ship Location *SEE DELIVERY ADDRESS BELOW*

Vendor FAX (925) 945-1483

sheila.dizon@speechpath.com

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
			01- 6500- 0- 5100- 00- 5746- 1180- 137- 0750- 000	978,947.00		
			01- 6500- 0- 5100- 00- 5746- 1131- 137- 0750- 000	1,411,316.00		

Previous Purchase Order Total 2,400,000.00

Current Purchase Order Total 3,900,000.00

Net INCREASE to PO Total \$1,500,000.00

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
 Jessica Sulli
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

ED SUPPORTS LLC dba JUVO
 1 UNIVERSITY PLAZA STE 500
 HACKENSACK, NJ 07601

April 12, 2022
 Purchase Order **N22-00043**
 PO Date 10/13/2021

Ship Date
 Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT

Ship Location *SEE DELIVERY ADDRESS BELOW*

billing@juvobh.com

Message
INCREASE BY \$75,000

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
Changed Line Item #1 from:						
1	EACH		NPA SERVICES FOR STUDENTS AS REQUE	115,000.0000	115,000.00	
Changed Line Item # 1 to:						
1	EACH		MAIL INVOICES & RECORDS TO: SPECIAL EDUCATION DEPARTMENT ATTN: KATRINA KAFOUROS 5735 47TH AVENUE SACRAMENTO, CA. 95824 OR E-MAIL: SPED-Invoices@scusd.edu NPA SERVICES FOR STUDENTS AS REQUESTED BY THE SPECIAL EDUCATION DEPARTMENT FOR FISCAL YEAR 2021-2022, PER MASTER CONTRACT.	190,000.0000		190,000.00
SERVICE PERIOD: 7/1/21 - 6/30/22						

ACCOUNTS

01- 3310- 0- 5100- 00- 5750- 1180- 137- 0750- 000	.00
01- 6500- 0- 5100- 00- 5750- 1180- 137- 0750- 000	.00
01- 6500- 0- 5800- 00- 5750- 1180- 137- 0750- 000	.00
01- 3310- 0- 5100- 00- 5740- 1180- 137- 0750- 000	.00
01- 6500- 0- 5100- 00- 5740- 1180- 137- 0750- 000	28,750.00
01- 6500- 0- 5800- 00- 5747- 1180- 137- 0750- 000	25,000.00

Authorized _____ Date _____

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
 Jessica Sulli
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

ED SUPPORTS LLC dba JUVO
 1 UNIVERSITY PLAZA STE 500
 HACKENSACK, NJ 07601

April 12, 2022

Purchase Order **N22-00043**

PO Date 10/13/2021

Ship Date

Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT

Ship Location *SEE DELIVERY ADDRESS BELOW*

billing@juvobh.com

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
			01- 6500- 0- 5800- 00- 5740- 1180- 137- 0750- 000	25,000.00		
			01- 6500- 0- 5100- 00- 5747- 1180- 137- 0750- 000	28,750.00		
			01- 3310- 0- 5100- 00- 5743- 1180- 137- 0750- 000	.00		
			01- 6500- 0- 5100- 00- 5743- 1180- 137- 0750- 000	28,750.00		
			01- 3310- 0- 5100- 00- 5747- 1180- 137- 0750- 000	28,750.00		
			01- 6500- 0- 5800- 00- 5743- 1180- 137- 0750- 000	25,000.00		

Previous Purchase Order Total	115,000.00
Current Purchase Order Total	190,000.00
Net INCREASE to PO Total	\$75,000.00

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
 Jessica Sulli
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

LOGAN RIVER ACADEMY LLC
 PO BOX 3662
 LOGAN, UT 84323-3662

April 12, 2022
 Purchase Order **N22-00048**
 PO Date 10/20/2021

Ship Date
 Change Level 1 04/12/2022

Order Location SPECIAL EDUCATION DEPARTMENT

Ship Location *SEE DELIVERY ADDRESS BELOW*

Message
INCREASE BY \$75,000

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
Changed Line Item #1 from:						
1	EACH		NPS SERVICES FOR STUDENTS AS REQUE	145,000.0000	145,000.00	
Changed Line Item # 1 to:						
1	EACH		MAIL INVOICES & RECORDS TO: SPECIAL EDUCATION DEPARTMENT ATTN: KATRINA KAFOUROS 5735 47TH AVENUE SACRAMENTO, CA. 95824 OR E-MAIL: SPED-Invoices@scusd.edu NPS SERVICES FOR STUDENTS AS REQUESTED BY THE SPECIAL EDUCATION DEPARTMENT FOR FISCAL YEAR 2021-2022, PER MASTER CONTRACT.	220,000.0000		220,000.00
SERVICE PERIOD: 7/1/21 - 6/30/22						

ACCOUNTS

01- 6500- 0- 5100- 00- 5750- 1110- 138- 0750- 000	97,500.00
01- 6500- 0- 5100- 00- 5750- 1180- 138- 0750- 000	97,500.00
01- 6500- 0- 5800- 00- 5750- 1180- 138- 0750- 000	25,000.00

Previous Purchase Order Total	145,000.00
Current Purchase Order Total	220,000.00
Net INCREASE to PO Total	\$75,000.00

Authorized _____ Date _____

Sacramento City Unified School District

Non Public School (REQNPS)- Purchasing
 Jessica Sulli
 5735 47th Avenue
 Sacramento, CA 95824

Phone (916) 643-7400 Buyer (916) 643-2464 Fax (916) 399-2016

PURCHASE ORDER CHANGE NOTICE

CAPITOL SPEECH &
 REHABILITATION SERVICES
 PO BOX 5889
 SACRAMENTO, CA 95817

April 12, 2022

Purchase Order **N22-00034**

PO Date 09/21/2021

Ship Date
 Change Level 1 04/12/2022

Ship Location SPECIAL EDUCATION DEPARTMENT

NMEAD@CAPITOLSPEECHANDREHAB.COM

Message

INCREASE BY \$160,000

QTY	UNIT	QTY RECVD	DESCRIPTION	UNIT COST	PREVIOUS EXT	REVISED EXT
Changed Line Item #1 from:						
1	EACH		NPA SERVICES FOR STUDENTS AS REQUE	100,000.0000	100,000.00	
Changed Line Item # 1 to:						
1	EACH	1	MAIL INVOICES & RECORDS TO: SPECIAL EDUCATION DEPARTMENT ATTN: KATRINA KAFOUROS 5735 47TH AVENUE SACRAMENTO, CA. 95824 OR E-MAIL: SPED-Invoices@scusd.edu NPA SERVICES FOR STUDENTS AS REQUESTED BY THE SPECIAL EDUCATION DEPARTMENT FOR FISCAL YEAR 2021-2022, PER MASTER CONTRACT.	260,000.0000		260,000.00

ACCOUNTS

01- 6500- 0- 5100- 00- 5750- 1180- 137- 0750- 000	.00
01- 6500- 0- 5800- 00- 5750- 1180- 137- 0750- 000	.00
01- 6500- 0- 5100- 00- 5746- 1180- 137- 0750- 000	235,000.00
01- 6500- 0- 5800- 00- 5746- 1180- 137- 0750- 000	25,000.00

Previous Purchase Order Total	100,000.00
Current Purchase Order Total	260,000.00
Net INCREASE to PO Total	\$160,000.00

Authorized _____ Date _____

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 21st DAY OF APRIL, 2022, by and between the Sacramento City Unified School District ("District") and KYA Services, LLC ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: SCUSD - COVID DRINKING FOUNTAIN UPGRADES - BID PACKAGE 3

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within ninety-two (92) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on

account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B - General Building Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.]
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

**Three Hundred Eighty-Seven Thousand Four Hundred Forty-Four and
55/100 Dollars (\$387,444.53)**

(Includes 10% Owner's Contingency)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to

additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

KYA SERVICES, LLC

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

By: Brooks Berry

By: Rose Ramos

Title: CFO

Title: Chief Business Officer

Date: _____

Date: April 21, 2022

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 21st DAY OF APRIL, 2022, by and between the Sacramento City Unified School District ("District") and Pro Flooring Corporation ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: 0410-416, ALBERT EINSTEIN GYM FLOOR

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within fifty-six (56) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on

account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B or C-15 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Four Hundred Forty-Six Thousand Seven Hundred Thirty Dollars (\$446,730)

(Includes 10% Owner's Contingency and Additive Alternate #1)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).



Sacramento City Unified School District

- 17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

PRO FLOORING CORPORATION

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: Amy Arakelian

By: Rose Ramos

Title: President

Title: Chief Business Officer

Date: _____

Date: April 21, 2022

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1b

Meeting Date: April 21, 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 April 21, 2022
2. Classified Personnel Transactions Dated April 21, 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 4/21/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ARATA	KRISTA	B	Admin, Teaching and Learning	SPECIAL EDUCATION DEPARTMENT	3/21/2022	6/30/2022	EMPLOY PROB 3/21/22
CARON-GRAHAM	NICOLETTE	B	Teacher, Resource, Special Ed.	GEO WASHINGTON CARVER	3/7/2022	6/30/2022	EMPLOY PROB 3/7/22
CARSON	ANGELLE	B	Coord. Child Devl Programs	EARLY LEARNING & CARE PROGRAMS	3/7/2022	6/30/2022	EMPLOY PROB 3/7/22
KEM-GREY	VIDALYN	B	School Nurse	HEALTH SERVICES	4/1/2022	6/30/2022	EMPLOY PROB 4/1/22
KULAKOV	CHRISTINE	B	Teacher, High School	ROSEMONT HIGH SCHOOL	3/7/2022	6/30/2022	EMPLOY PROB 3/7/22
MCCOLL	JAMIE	B	Inst Aid, Spec Ed	ALICE BIRNEY WALDORF - K-8	3/14/2022	6/30/2022	EMPLOY PROB 3/14/22
MCFAIL JR	ROBERT	B	Teacher, Middle School	SUCCESS ACADEMY	2/28/2022	6/30/2022	EMPLOY PROB 2/28/22
SANCHEZ	JOANNA	0	Resource Spec Tchr, SE, Elem	CALEB GREENWOOD ELEMENTARY	3/18/2022	6/30/2022	EMPLOY PROB 3/18/22

LEAVES							
BASS JR	KEVIN	B	Teacher, Elementary Spec Subj	OAK RIDGE ELEMENTARY SCHOOL	3/7/2022	6/17/2022	LOA (PD) ADMIN 3/7-6/17/22
BURSKA	SHONNA	A	Training Specialist	EQUITY, ACCESS & EXCELLENCE	3/11/2022	5/27/2022	LOA (PD) FMLA/CFRA 3/11/22-5/27/22
BUTLER	KRISTA	A	Teacher, Spec Ed	JAMES W MARSHALL ELEMENTARY	3/21/2022	6/17/2022	LOA (PD) ADMIN 3/21-6/17/21
EARHART	ANGELA CRYSTAL	0	Teacher, Resource, Special Ed.	ROSEMONT HIGH SCHOOL	3/23/2022	6/30/2022	LOA (UNPD) ADMIN 3/23/22
FALLON	MARGO	A	Teacher, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	3/14/2022	3/31/2022	LOA (PD) 3/14-3/31/22
FALLON	MARGO	A	Teacher, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	4/1/2022	6/30/2022	LOA (UNPD) 4/1-6/30/22
HOANG	JOLAINE	A	Teacher, Elementary	JAMES W MARSHALL ELEMENTARY	3/19/2022	6/30/2022	LOA RTN (PD) 3/19/22
LO	NGA	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	4/4/2022	6/4/2022	LOA (PD) 4/4-6/4/22
LO	NGA	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	6/5/2022	6/17/2022	LOA (PD) FMLA/CFRA 6/5-6/17/22
MARTINEZ	KELLY	A	Teacher, High School	ROSEMONT HIGH SCHOOL	5/17/2022	6/30/2022	LOA (PD) FMLA/CFRA 5/17-6/30/22
RANZIERI	CARLENE	A	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	10/22/2021	3/16/2022	LOA (PD) ADMIN 10/22/21
RANZIERI	CARLENE	A	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	3/17/2022	6/30/2022	LOA RTN 3/17/22
SANCHEZ	LEANA	A	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	12/6/2021	3/16/2022	LOA (PD) FMLA/CFRA
SANCHEZ	LEANA	A	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	3/17/2022	5/6/2022	LOA (PD)
SCHOENTHALER	ALEXANDRA	A	Teacher, Elementary	JOHN BIDWELL ELEMENTARY	3/19/2022	6/17/2022	LOA (UNPD) 3/19-6/17/22
SISTERSON	THOMAS	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	4/5/2022	5/20/2022	LOA (PD) HE 4/5/22 - 5/20/22
SMITH	MARIA	A	Teacher, Resource, Special Ed.	GEO WASHINGTON CARVER	1/1/2022	3/17/2022	LOA (PD) EXT 1/1-3/17/22
SMITH	MARIA	A	Teacher, Resource, Special Ed.	GEO WASHINGTON CARVER	3/18/2022	6/17/2022	LOA (UNPD) 3/18-6/17/22
SNOBAR	ABE	A	Teacher, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	3/24/2022	3/28/2022	LOA (UNPD) ADMIN 3/24/22
SNOBAR	ABE	A	Teacher, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	3/29/2022	6/30/2022	RTN LOA (UNPD) ADMIN 3/29/22

RE-ASSIGN/STATUS CHANGE							
BROWN	REGINALD	A	Principal, High School	JOHN F. KENNEDY HIGH SCHOOL	3/1/2022	6/30/2022	REA / STCHG 3/1/22
ESTACIO	NOEL	B	Coordinator II, 504 EdSupports	HEALTH SERVICES	3/1/2022	6/30/2022	REA/STCHG 3/1/22
ROSE	NANCI	R	Dir II, Human Resources Svcs (Interim)	HUMAN RESOURCE SERVICES	3/2/2022	6/30/2022	REA/STCHG 3/2/22
VAN NATTEN	DAVID	B	Dir II, Human Resources Svcs	HUMAN RESOURCE SERVICES	3/1/2022	6/30/2022	REA/STCHG 3/1/2022

SEPARATE / RESIGN / RETIRE							
BOETTNER	JULIE	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	7/1/2021	6/18/2022	SEP/RETIRE 6/18/22
CROCKER	THOMAS	A	Teacher, Elementary	CAPITAL CITY SCHOOL	11/15/2021	3/31/2022	SEP/RETIRE 3/31/22
DE WAARD	AART	A	Teacher, High School	GEO WASHINGTON CARVER	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
DUSBIBER	DANA	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	7/1/2021	6/16/2022	SEP/RETIRE 6/16/22
FERKO	PAMELA	A	Teacher, Elementary	CALEB GREENWOOD ELEMENTARY	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
HALPINE	THOMAS	A	Teacher, High School	WEST CAMPUS	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
HAREN	SUSAN	A	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
HOTELL	MICHAEL	A	Teacher, High School	WEST CAMPUS	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
JONES	RORY	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
MC KELLAR	SUSAN	A	Teacher, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
MELTVEDT	DEBORAH	A	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
OSCARSON	LESLIE	A	Teacher, Resource, Special Ed.	CESAR CHAVEZ INTERMEDIATE	10/11/2021	6/17/2022	SEP/RETIRE 6/17/22
OSCARSON	LESLIE	A	Teacher, Resource, Special Ed.	ISADOR COHEN ELEMENTARY SCHOOL	10/11/2021	6/17/2022	SEP/RETIRE 6/17/22
ROBERTS-WILLIS	RENEE	A	Teacher, K-8	GENEVIEVE DIDION ELEMENTARY	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
ROGERS	DAVID	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
SEIBERT	RALPH	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
STEVENS	FRANCINE	A	Teacher, High School	ROSEMONT HIGH SCHOOL	7/1/2021	3/28/2022	SEP/TERM 3/28/22
TONEY	ALFRED	A	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	7/1/2021	6/17/2022	SEP/RETIRE 6/17/22
ZAHARIE	PAMELA	A	Teacher, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	7/1/2021	6/30/2022	SEP/RETIRE 6/30/22

TRANSFER

EARHART	ANGELA CRYSTAL	0	Teacher, Resource, Special Ed.	ROSEMONT HIGH SCHOOL	2/17/2022	3/22/2022	TR 2/17/22
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Attachment 2: CLASSIFIED 4/21/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
AGUILERA DE DUENAS	YOLANDA	B	Custodian	ALBERT EINSTEIN MIDDLE SCHOOL	3/14/2022	6/30/2022	EMPLOY PROB 3/14/22
BENJAMIN II	MICHAEL	B	Child Welfare & Attn Liaison	ENROLLMENT CENTER	4/5/2022	6/30/2022	EMPLOY PROB 4/5/22
BONTON	LEAH	B	Walking Attendant	MARK TWAIN ELEMENTARY SCHOOL	9/2/2021	9/16/2021	EMPLOY PROB 9/2/21
CORTEZ	KARLA ELISA	B	Child Welfare & Attn Liaison	ENROLLMENT CENTER	4/5/2022	6/30/2022	EMPLOY PROB 4/5/22
ESCOBAR	JESSICA	B	Teacher Assistant, Bilingual	MARTIN L. KING JR ELEMENTARY	3/16/2022	6/30/2022	EMPLOY PROB 3/16/2022
GRANT	TRICIA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/1/2022	6/30/2022	EMPLOY PROB 4/1/22
HEAP	BRIAN	B	Chief Communications Officer	COMMUNICATIONS OFFICE	4/4/2022	6/30/2022	EMPLOY PROB 4/4/22
HOBART	DIEDRE	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	3/23/2022	6/30/2022	RE-EMPLOY PROB 3/23/22
JONES	STEPHANIE	B	Inst Aid, Spec Ed	SAM BRANNAN MIDDLE SCHOOL	3/21/2022	6/30/2022	EMPLOY PROB 3/2/22
PEREZ	JOYCE	B	Pupil Personnel Records Tech	STUDENT SUPPORT AND FAMILY SER	10/19/2021	6/30/2022	EMPLOY PROB 10/19/21
RODRIGUEZ	MARIBEL	B	Van Driver	TRANSPORTATION SERVICES	4/5/2022	6/30/2022	EMPLOY PROB 4/5/22
SOLORZANO-FOSTER	AZIZA	B	Office Tchncn II	SPECIAL EDUCATION DEPARTMENT	4/1/2022	6/30/2022	EMPLOY PROB 4/1/22
VICKERS	ARTISHA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	4/1/2022	6/30/2022	EMPLOY PROB 4/1/22
YANG	KEVIN	B	Tech Support Spec II	TECHNOLOGY SERVICES	4/1/2022	6/30/2022	EMPLOY PROB 4/1/22
LEAVES							
BECKER	LUCILLE	A	Transportation Trip Scheduler	TRANSPORTATION SERVICES	4/2/2022	4/29/2022	LOA EXT (PD) 4/2/22-4/29/22
FLORES	TERESA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/1/2022	4/7/2022	LOA (PD) 1/1/22-4/7/22
GILBERT	MICHELLE	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	2/18/2022	5/3/2022	LOA EXT (PD) 2/18/22-5/3/22
GILBERT	MICHELLE	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	5/4/2022	6/16/2022	LOA (UNPD) 5/4/22-6/16/22
KHAO ON	SOMKIT	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/31/2022	6/30/2022	LOA RTN 3/31/22
LARA	ADRIANA	A	Teacher Assistant, Bilingual	PACIFIC ELEMENTARY SCHOOL	1/27/2022	6/16/2022	LOA (UNPD) 1/27-6/16/22
LEE	SUSAN	B	FACE Technician	STUDENT SUPPORT&HEALTH SRVCS	1/6/2022	2/28/2022	LOA (UNPD) 1/6/22-2/28/22
MIAN	MICHELE	A	Inst Aid, Spec Ed	ETHEL PHILLIPS ELEMENTARY	1/18/2022	6/16/2022	LOA (PD) 1/18-6/16/22
MIAN	MICHELE	A	Inst Aid, Spec Ed	GENEVIEVE DIDION ELEMENTARY	1/18/2022	6/16/2022	LOA (PD) 1/18-6/16/22
RIOS	LISA	A	Custodian	PARKWAY ELEMENTARY SCHOOL	1/31/2022	3/6/2022	LOA (PD) FMLA/CFRA 1/31-3/6/22
RIOS	LISA	A	Custodian	PARKWAY ELEMENTARY SCHOOL	3/7/2022	6/30/2022	LOA (PD) FMLA/CFRA 3/7-4/1/22
ROBINSON	DEOMETRIUS	B	School Plant Ops Mngr II	ALBERT EINSTEIN MIDDLE SCHOOL	3/22/2022	4/3/2022	LOA (PD) ADMIN 3/22/22
ROBINSON	DEOMETRIUS	B	School Plant Ops Mngr II	WILL C. WOOD MIDDLE SCHOOL	4/4/2022	6/30/2022	LOA RTN (PD) ADMIN 4/4/22
TABASI	PARINAZ	B	Bus Driver	TRANSPORTATION SERVICES	2/15/2022	6/30/2022	LOA RTN (UNPD) 2/15/22
TORRES	LISA	A	State/Federal Accounting Tech	CONSOLIDATED PROGRAMS	3/18/2022	6/30/2022	LOA RTN 3/18/22
VILLA	MARY	A	Inst Aid, Spec Ed	NICHOLAS ELEMENTARY SCHOOL	4/2/2022	6/17/2022	LOA EXT (UNPD) 4/2-6/17/22
RE-ASSIGN/STATUS CHANGE							
ADAMS	NICOLE	B	Office Asst-Fiscal Svcs	CONSOLIDATED PROGRAMS	3/21/2022	6/30/2022	REA/STCHG 3/21/22
GREGORIO	RACHELLE	A	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	3/21/2022	6/30/2022	REA/STCHG 3/21/22
JARDINE	SHERYL	B	Transportation Fleet Spclst	TRANSPORTATION SERVICES	3/22/2022	6/30/2022	REA/STCHG 3/22/22
LASATER	MELISSA	A	Inst Aid, Spec Ed	O. W. ERLEWINE ELEMENTARY	3/21/2022	6/30/2022	REA 3/21/22
MOLINA CASTANEDA	EDWARD	A	School Plant Ops Mngr III	HIRAM W. JOHNSON HIGH SCHOOL	2/22/2022	4/30/2022	REA/STCHG 2/22/22
SEPARATE / RESIGN / RETIRE							
CORONA RODRIGUEZ	JUAN	B	Custodian	PONY EXPRESS ELEMENTARY SCHOOL	12/8/2021	3/22/2022	SEP/RESIGN 3/22/22
DAVIES	LORI	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	11/1/2021	3/25/2022	SEP/RESIGN 3/25/22
DEROSON	PIER	A	Inst Aid, Spec Ed	NICHOLAS ELEMENTARY SCHOOL	7/1/2021	6/20/2022	SEP/RETIRE 6/20/22
FULLER	RAYMOND	A	Custodian	NEW JOSEPH BONNHEIM	12/18/2021	3/11/2022	SEP/RESIGN 3/11/22
HUERTA	MARCELLA	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2021	3/9/2022	SEP/RESIGN 3/9/22
LA MARR	PATRICIA	A	Ombudsperson	CONSTITUENT SERVICES	7/1/2021	6/30/2022	SEP/RETIRE 6/30/22
LEDSON	JULIE	A	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	7/1/2021	5/26/2022	SEP/39MO RR 5/26/22
NOVOA	ERIKA	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	7/1/2021	1/31/2022	SEP/ RESIGN 1/31/22
O'CONNOR	STEVEN	A	Plumber	FACILITIES MAINTENANCE	7/1/2021	4/8/2022	SEP/RESIGN 4/8/22
ONGAY	ROSA	B	Inst Aid, Spec Ed	FATHER K.B. KENNY - K-8	7/1/2021	4/29/2022	SEP/RETIRE 4/29/22
RAMIREZ	IMELDA	A	Inst Aid, Spec Ed	CALEB GREENWOOD ELEMENTARY	7/1/2021	6/16/2022	SEP/RETIRE 6/16/22
RANGEL	DANIELLE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/15/2022	3/17/2022	SEP/RESIGN 3/17/22
TAVIANINI	DOMENIC	B	Noon Duty	PONY EXPRESS ELEMENTARY SCHOOL	10/7/2021	4/1/2022	SEP/RESIGN 4/1/22
VIRELAS	DEISY	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	7/1/2021	9/2/2021	SEP/ RESIGN 9/2/21

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
TRANSFER							
ROBINSON	DEOMETRIUS		School Plant Ops Mngr II	WILL C. WOOD MIDDLE SCHOOL	4/4/2022	6/30/2022	TR 4/4/22



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1c

Meeting Date: April 21, 2022

Subject: Donations to the District for the Period of March 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 March 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:

Donations Report for the period of March 1-31, 2022

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA22-0001586	Posted	(1800) CITY OF SACRAMENTO	7017	Check	03/07/22	0000699785				Donation, City of Sacramento,	500.00
	01-0812-0-8690-	- - - -0495-				500.00					
BA22-0001622	Posted	Lena B Andaya	7040	Check	03/15/22	3928			BA0000268	Donation, L Andaya, Ck3928	50.00
	01-0812-0-8690-	- - - -0708-				50.00					
BA22-0001623	Posted	Parker Family Resource Center	7040	Check	03/15/22	3054082164			BA0000268	Donation, Parker Fam Resour	794.00
	01-0812-0-8690-	- - - -0708-				794.00					
BA22-0001766	Posted	(0490) SUTTER MIDDLE SCHOOL	7030	Check	03/07/22					Donations, Sutter Middle, 3-07	90.00
	01-0812-0-8690-	- - - -0490-				50.00				Donation, Blackbaud, Ck1000	
	01-0812-0-8699-	- - - -0490-				10.00				Camera donation, J Collins, C	
	01-0812-0-8699-	- - - -0490-				30.00				Woodshop donation, M Doherty	
BA22-0001841	Posted	(0510) C K MCCLATCHY HIGH SC	7077	Mixed Cash	03/22/22					PE Clothes Sales, Fence, Res	13,160.00
	01-0812-0-8690-	- - - -0510-				12,480.00				Fence, SPR22-039, Restore tl	
	01-0812-0-8699-	- - - -0510-				680.00				PE Clothes Sales, Cash	
BA22-0001843	Posted	(000382) City Bible Church	7061	Check	03/28/22	0135				Donation, City Bible Church, C	4,000.00
	01-0812-0-8690-	- - - -0520-				4,000.00					

Total for Sacramento City Unified School District 18,594.00

Fund-Object Recap

01-8690	Donation Board Acknowledgement	17,874.00
01-8699	All Other Local Revenue	720.00

Fund 01 - General Fund 18,594.00

Fiscal Year 2022

Total for Sacramento City Unified School District 18,594.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2022, Ending Receipt Date = 3/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

Page 1 of 4

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
BW22-0000773	Posted	(0415-2) CALIFORNIA MIDDLE SC	7003	Check	03/02/22	128			BOTW030222	Coaching Stipends, Ca Middle	5,973.70
	01-0812-0-8690-	- - - -0415-				5,973.70					
BW22-0000793	Posted	(3425) UNITED WAY CALIFORNIA	7003	Check	03/02/22	61245			BOTW030222	Donations, United Way, Ck61:	20.76
	01-0812-0-8690-	- - - -0521-				20.76					
BW22-0000794	Posted	7-Eleven, Inc	7003	Check	03/02/22	0212896079			BOTW030222	Donation, 7-Eleven Inc, Ck02	900.00
	01-0812-0-8690-	- - - -0410-				900.00					
BW22-0000817	Posted	READING FOR EDUCATION	7041	Check	03/03/22	096155			BOTW030822	DONATIONS, READING FOR	580.08
	01-0812-0-8690-	- - - -0101-				580.08					
BW22-0000824	Posted	(000670) THE BLACKBAUD GIVIN	7041	Check	03/07/22	1110208204			BOTW030822	J. BONNHEIM DONATIONS,F	396.30
	09-0812-0-8690-	- - - -0185-				396.30					
BW22-0000825	Posted	SHUTTERFLY	7041	Check	03/07/22	27352			BOTW030822	S.B.ANTHONY DONATIONS,	102.35
	01-0812-0-8690-	- - - -0101-				102.35					
BW22-0000827	Posted	(000670) THE BLACKBAUD GIVIN	7041	Check	03/07/22	1110208479			BOTW030822	G. DIDION DONA,PG&E BLA	50.00
	01-0812-0-8690-	- - - -0350-				50.00					
BW22-0000828	Posted	(000670) THE BLACKBAUD GIVIN	7041	Check	03/07/22	3790012667			BOTW030822	G. DIDION DONA,GAP BLAC	60.00
	01-0812-0-8690-	- - - -0350-				60.00					
BW22-0000838	Posted	(000684) COCA-COLA GIVE	7042	Check	03/14/22	0110037740			BOTW031622	LDV DONATIONS, COCA-CC	28.55
	01-0812-0-8690-	- - - -0151-				28.55					
BW22-0000846	Posted	(000685) SHUTTERFLY, LLC.	7042	Check	03/15/22	30561			BOTW031622	N.J.BONNHEIM DONATIONS	112.00
	09-0812-0-8690-	- - - -0185-				112.00					
BW22-0000847	Posted	(000685) SHUTTERFLY, LLC.	7042	Check	03/15/22	30562			BOTW031622	N.J.BONNHEIM DONATIONS	126.00
	09-0812-0-8690-	- - - -0185-				126.00					
BW22-0000851	Posted	(3425) UNITED WAY CALIFORNIA	7043	Check	03/21/22	75776			BOTW032322	G.CARVER DONATIONS,UN	103.96
	09-0812-0-8690-	- - - -0505-				103.96					
BW22-0000877	Posted	(000359) THE BENEVITY COMMU	7075	Check	03/28/22	733050			BOTW033022	BENEVITY CIF DONATION,A	4,945.00
	01-0812-0-8690-	- - - -0410-				4,945.00					
BW22-0000878	Posted	(000670) THE BLACKBAUD GIVIN	7075	Check	03/28/22	1110207824			BOTW033022	PG&E DONA/BLACKBAUD,A	200.00
	01-0812-0-8690-	- - - -0410-				200.00					

Total for Sacramento City Unified School District 32,192.70

Fund-Object Recap

01-8690	Donation Board Acknowledgement	12,860.44
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* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2022, Ending Receipt Date = 3/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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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
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Fund-Object Recap

							Fund 01 - General Fund		12,860.44		
09-8690		Donation Board Acknowledgement							738.26		
							Fund 09 - Charter School		738.26		
							Total for Sacramento City Unified School District		32,192.70		

Org Recap

Sacramento City Unified School District

C - Check	5,434.00
M - Mixed Cash & Check	13,160.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2022, Ending Receipt Date = 3/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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

Org Recap

Sacramento City Unified School District (continued)

C - Check	13,598.70
Total Receipts	32,192.70
Report Total	32,192.70

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2022, Ending Receipt Date = 3/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1d

Meeting Date: April 21, 2022

Subject: Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of March 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 March 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:

- Warrants, Checks and Electronic Transfers – March 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

March 2022

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97403050 - 97404129	1080 items	\$ 14,788,646.60
		General (01)	\$ 12,128,307.34
		Charter (09)	\$ 106,403.25
		Adult Education (11)	\$ 196,199.50
		Child Development (12)	\$ 21,761.47
		Cafeteria (13)	\$ 1,659,851.37
		Building (21)	\$ 499,203.72
		Developer Fees (25)	\$ 1,080.00
		Self Insurance (67)	\$ 17,306.00
		Self Ins Dental/Vision (68)	\$ 29,899.97
		Payroll Revolving (76)	\$ 128,633.98
Alternate Cash Revolving Checks	-	0 items	\$ -
		General (01)	
Payroll and Payroll Vendor Warrants	97874728 - 97875916	1189 items	\$ 5,052,786.41
		General (01)	\$ 1,663,123.37
		Charter (09)	\$ 45,840.90
		Adult Education (11)	\$ 12,979.16
		Child Development (12)	\$ 32,067.77
		Cafeteria (13)	\$ 106,340.62
		Building (21)	\$ 7,292.67
		Payroll Revolving (76)	\$ 3,185,141.92
Payroll ACHs and Payroll Vendor EFTs	ACH 01423758 - 01430614 EFT 00000089 - 00000091	6860 items	\$ 18,646,882.97
		General (01)	\$ 16,976,010.88
		Charter (09)	\$ 512,644.79
		Adult Education (11)	\$ 168,766.96
		Child Development (12)	\$ 417,394.94
		Cafeteria (13)	\$ 451,930.07
		Building (21)	\$ 35,314.68
		Self Insurance (67)	\$ 13,629.40
		Self Ins Dental/Vision (68)	\$ 5,631.71
		Payroll Revolving (76)	\$ 65,559.54
County Wire Transfers for Benefit, Debt & Tax	9700349670 - 9700349686	17 items	\$ 16,370,499.75
		General (01)	\$ 24,671.30
		Payroll Revolving (76)	\$ 16,345,828.45
Total	9146 items		\$ 54,858,815.73



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1e

Meeting Date: April 21, 2022

Subject: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2022 through March 2022

- 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 Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2022 through March 2022

Background/Rationale: The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or mis-assignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.

Financial Considerations: None

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

Documents Attached:

1. Complaint Report – Attachment A-1

<p>Estimated Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>
--

Sacramento City Unified School District
Complaint Report
Submitted to the Superintendent
Sacramento County Office of Education
Pursuant to Education Code 35186

January 2022 through March 2022

Number of Complaints	Instructional Material	Facilities	Teacher Vacancy and Misassignment	CAHSEE	Resolved	Unresolved
0	0	0	0	0	0	0
Total: 0						



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1f

Meeting Date: April 21, 2022

Subject: Approve Minutes of the March 17, 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 March 17, 2022, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the March 17, 2022, Board of Education Regular 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, March 17, 2022

4:00 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824
(See Notice to the Public Below)

MINUTES

2021/22-26

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at:
<https://www.scusd.edu/post/watch-meeting-live>

No physical location of the meeting will be provided to the public.

The meeting was called to order at 4:08 p.m. by President Pritchett, and roll was taken.

Members Present:

*President Christina Pritchett
Vice President Leticia Garcia
Second Vice President Chinua Rhodes
Jamee Villa*

Members Absent:

*Lisa Murawski (arrived during Closed Session)
Lavinia Grace Phillips (arrived at 7:45 p.m.)
Darrel Woo (arrived during Closed Session)
Student Member Jacqueline Zhang arrived at 6:00 p.m. for Open Session.*

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

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingMar17>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written

comment. Individual public comment shall be presented to the Board orally for no more than two minutes, or other time determined by the Board on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.

Public Comment on 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 2022030207)*
- 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 *Government Code 54956.8—Conference with Real Property Negotiators: Property: 2718 G Street, Sacramento, CA Agency Negotiator: Superintendent or designee Negotiating Parties: SCUSD and Mogavero/Bardis Homes Under Negotiation: Price and Terms*
- 3.5 *Government Code 54957 – Public Employee Appointment*
 - a) *Chief Communications Officer*
 - b) *Principal, Caleb Greenwood Elementary School*
 - c) *Principal, Golden Empire Elementary School*
 - d) *Principal, Leataata Floyd Elementary School*

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*

- 4.3 *Stellar Student – Newnarin Saetern, a Sophomore from Hiram Johnson High School, was introduced by Vice President Garcia.*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Anne Collins announced that the Board adopted a resolution pursuant to Education Codes Section 44929.21 to non-reelect one special education probationary certificated employee and authorized the District superintendent or his employees to notify those employees of their non-reelection by a vote of 6-0, with Member Phillips absent.

*Superintendent Aguilar announced that, by a vote of 6-0 with Member Phillips absent, the Board approved the appointment of Ms. **Samantha Trent** as Principal of Caleb Greenwood Elementary School. A vote of 6-0 was also given, with Board Member Phillips absent, to approve the appointment of Ms. Azarel Iniguez as Principal of Golden Empire Elementary School. The Board also approved by a vote of 6-0 with Member Phillips absent, the appointment of Mr. Brian Heap as Chief Communications Officer.*

6.0 AGENDA ADOPTION

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Member Murawski and seconded by Member Woo. The Board voted unanimously to adopt the agenda.

Before Public Comment, President Pritchett read a statement from the Board regarding the District financial situation and concerns regarding a possible strike.

7.0 PUBLIC COMMENT

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/BoardMeetingMar17>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Individual public comment shall be presented to the Board orally for no more than two minutes or other time determined by the Board, on each agenda item. Public comments submitted in writing will not be read aloud, but will be provided to the Board in advance of the meeting and posted on the District's website. The Board shall allow a reasonable time for public comment on each agenda item, not to exceed 15 minutes in length, including communications and organizational reports. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the agenda item and the number of public comments. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever occurs first.

*Public Comment:
Daniel Darby
David Gonzales
Ingrid Hutchins
Jody Bone
Nikki Milevsky
Sean Fetros
Terrence Gladney
Kimberly Buchholz*

Kim Mcilnay

8.0 SPECIAL PRESENTATION

8.1 *Resolution No. 3259: Recognition of Women's History Month, March 2022 (Christina Pritchett)*

Action

President Pritchett presented the resolution.

*Public Comment:
Terrence Gladney*

Board Comments:

Member Woo motioned to approve the resolution, and Member Villa seconded. The motion passed 6-0 with Member Phillips absent.

8.2 *Update on Mandatory COVID-19 Vaccine for Eligible, Non-Exempt Students and Staff (Bob Lyons and Victoria Flores)*

Information

Chief Information Officer Bob Lyons, Chief Human Resources Officer Cancy McArn, and Director of Student Support and Health Services Victoria Flores presented. The team went over COVID-19 community levels, testing and case data, District masking approach, a masking timeline, student vaccination and testing consent progress, staff non-compliance rates, and next steps.

*Public Comment:
Catherine Boulos
Daniel Darby
Jean Shanley
Marisa Morishita
Taylor Kayatta
Shawnda Westly
Tracy Pillows
Joshua Lurie-Terrell
Ariele Rodriguez
Sarah Waldrop
Kimberly Hansen
Katie Ragle
Sasha Weyl
Erle Hall
Dawniell Black
Kate Singer*

Sarah Waldrop

Board Comments:

President Pritchett thanked Ms. Flores for continuing to follow the science.

Vice President Garcia asked, now that we are seeing Stealth Omicron and Delta Omicron rising, what is the metric that will be monitored in order to decide if masks stay on. Ms. Flores explained the number limits and health orders. Vice President Garcia also asked about notification to families after Spring break.

Member Murawski asked Ms. Flores if there was anything she wanted to emphasize regarding any factual information that is important. Ms. Flores said they always recommend that individuals consult with their health provider. She noted that vaccines are not cures, but they are protective.

Superintendent Aguilar thanked the community and schools for their support.

8.3 Second Interim Budget Report and FCMAT Update (Rose Ramos)

***Information/
Action***

This item was heard as an Information Item here and then as an Action Item at a special Board meeting held directly after the regular Board meeting.

Chief Financial Officer Rose Ramos went over financial reporting requirements, the District's fiscal status, budget changes since the 2021-22 first interim, multi-year projections, the budget calendar, and a FCMAT matrix update. She was joined by Director of Accounting Jesse Castillo.

Public Comment:

Daniel Darby

Taylor Kayatta

Terrence Gladney

Sara Little

Board Comments:

Member Murawski said there was still positive news in this budget. She noted that an interesting area of the budget is the criteria and standards. Regarding the enrollment page, she pointed out the decline. She asked for more information on

what is known about enrollment. Ms. Ramos explained aspects of projections involved. Member Murawski asked the Superintendent if there is anything that can be done proactively to increase enrollment. She also pointed out that 93.5% of the budget is going into salaries and benefits. Additionally, currently there is significant reserves due to one-time funds and savings from the pandemic. Also, History and Social Science curriculum has not been updated for a number of years, which is an example of a one-time expense investment.

President Pritchett said she would also like to see the one-time funds expended in a way that directly impacts students. She asked what a full day of average daily attendance means for the District. Mr. Castillo said that information will be provided.

Vice President Garcia asked how unrestricted deficit spending and an additional three percent reserve are related. Specifically, she asked what lowering the additional reserve would do to the unrestricted deficit. Ms. Ramos explained that the ending fund balance comes from the reserves. So as long as there are enough reserves, there can be a percentage increase. She said it does not reduce the deficit. Vice President Pritchett said she is also interested in seeing a plan to increase enrollment and capacity at some sites.

8.4 Resolution No. 3260: A Resolution of the Board of Education of the Sacramento City Unified School District, Sacramento County, California, Authorizing The Issuance of Sacramento City Unified School District (Sacramento County, California) General Obligation Bonds, Election of 2020 (Measure H) 2022 Series A, And Actions Related Thereto to be Issued by the County of Sacramento on Behalf of the Sacramento City Unified School District (Rose Ramos)

Information

Dale Scott of DS&C presented. He went over tax rate projections, tax rate projections with new bond issuances, outstanding callable bonds, refinancing of 2012 refunding bonds, and a Series A and 2022 refunding timetable.

*Public Comment:
None*

Board Comments:

President Pritchett said she is happy to be talking about Measure H. This item will be brought back at the next regular

Board meeting. She asked Mr. Scott about the District's credit rating, and he said that for the size of the District, it is average.

Vice President Garcia asked where the savings from the refinancing go. Mr. Scott said the savings will go to a reduction in the tax rate for taxpayers in the District.

8.5 Resolution No. 3261: A Resolution of the Board of Education of the Sacramento City Unified School District, Sacramento County, California, Authorizing The Issuance of Sacramento City Unified School District (Sacramento County, California) 2022 General Obligation Refunding Bonds in the amount of \$65,000,000 to be Issued by the Sacramento City Unified School District (Rose Ramos)

Information

Dale Scott of DS&C presented. He went over tax rate projections, tax rate projections with new bond issuances, outstanding callable bonds, refinancing of 2012 refunding bonds, and a Series A and 2022 refunding timetable.

*Public Comment:
None*

Board Comments:

See Item 8.4

8.6 Resolution No. 3262: Resolution of The Board of Education of the Sacramento City Unified School District Entering Election Results into The Minutes and Certifying to The Board of Supervisors of Sacramento County All Proceedings in The March 3, 2020 General Obligation Bond Election (Rose Ramos)

Information

Dale Scott of DS&C presented. He went over tax rate projections, tax rate projections with new bond issuances, outstanding callable bonds, refinancing of 2012 refunding bonds, and a Series A and 2022 refunding timetable.

*Public Comment:
None*

Board Comments:

See Item 8.4

8.7 Resolution No. 3263: Resolution Establishing A General Obligation Bond Citizens' Oversight Committee and Approving By-Laws and Guidelines for Conduct of the Committee (Rose Ramos)

Information

Dale Scott of DS&C presented. He went over tax rate projections, tax rate projections with new bond issuances, outstanding callable bonds, refinancing of 2012 refunding bonds, and a Series A and 2022 refunding timetable.

Public Comment:
None

Board Comments:

See Item 8.4

9.0 COMMUNICATIONS

9.1 Employee Organization Reports:

Information

- SCTA – Nikki Milevsky reported on behalf of SCTA

10.0 PUBLIC HEARING

10.1 Grades K-5 Science Instructional Materials Adoption (Erin Hanson and Matt Callman)

Action

Assistant Superintendent of Curriculum and Instruction Erin Hanson and Science Coordinator Matthew Callman presented. They went over the instructional materials adoption process, recommended science materials for grades K-5, budget and financial considerations, decision data, highlights of the recommended materials, and next steps.

Public Comment:
Terrence Gladney

Board Comments:

Vice President Garcia asked if the professional learning is already part of the built-in professional learning days for teachers. Ms. Hanson said that part of what they are doing in the department right now is building out what a year long professional learning plan looks like and how they incorporate all the subject matter competencies that they need, including building K-5 and 6 through 12 facility with the new curriculum.

Member Woo motioned to approve the Item. Member Murawski seconded. The motion passed unanimously 7-0.

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 February 1 – February 31, 2022 (Rose Ramos)*
- 11.1d Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of February 1 – 28, 2022 (Rose Ramos)*
- 11.1e Approve Resolution No. 3257: St. Hope Public School (PS7) Modernization Project Mitigated Negative Declaration (MND) (Rose Ramos and Nathaniel Browning)*
- 11.1f Approve Minutes of the February 17, 2022, Board of Education Meeting (Jorge A. Aguilar)*
- 11.1g Approve Retention of Two Additional Firms for the Architectural Services Pool in Response to Request for Qualifications (Rose Ramos)*
- 11.1h Approve Resolution No. 3264: Authorizing Continued Use of Remote Teleconferencing Provisions Pursuant to AB 361 and Government Code Section 54953 (Anne Collins)*

President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Second Vice President Rhodes and seconded by Member Woo. The Board voted unanimously to adopt the Consent Agenda.

12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

- 12.1 Business and Financial Information:*
 - *Purchase Order for the Period of January 15, 2022, through February 14, 2022 (Rose Ramos)*

- *Enrollment and Attendance Report for Month 5 Ending Friday, January 28, 2022 (Rose Ramos)*

President Pritchett received the Business and Financial Information/Reports.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *April 7, 2022 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *April 21, 2022 4:30 p.m. Closed Session, 6:00 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 Phillips and seconded by Member Villa. The motion was passed unanimously, and the meeting adjourned at 9:33 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# 11.1g

Meeting Date: April 21, 2022

Subject: Approve Staff Recommendations for Expulsion #5, 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 Expulsions #5, 2021-22

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): College, Career and Life Ready Graduates

Documents Attached:

None

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1h

Meeting Date: April 21, 2022

Subject: Approve Five Year Facilities Use Agreement with Capitol Collegiate Academy

- 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 a Five Year Facilities Use Agreement between Sacramento City Unified School District and the Capitol Collegiate Academy.

Background/Rationale: The District is a partner with its charters in the public education of students. The District intends to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.

Capitol Collegiate Academy is seeking private financing to fund the construction of portables, a multipurpose building, an administrative office, restrooms, a lunch pavilion, and a collaborative space. Capitol Collegiate Academy desires to occupy additional real property located at the Freeport Site that is not part of the District's facilities offered under Proposition 39. The Parties have agreed to enter into a ground lease for that additional leased real property.

The District intends this Agreement to satisfy its obligations for the 2022- 2023 through 2026-2027 school years under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education ("Proposition 39"), which among other things require a written agreement regarding the allocation of facilities.

Financial Considerations: The Non-Profit shall pay the District a Facilities Use Fee that is calculated by adding the total of (a) a pro-rata fee rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprises the Charter School's in-district students; plus (b) the fair market rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprises the Charter School's out-of-district students.

In addition to the Facilities Use Fees, the Non-Profit shall pay the District an annual rent of twenty-three thousand and ninety-five dollars (\$23,095).

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Five Year Facility Use Agreement with Capitol Collegiate Academy

<p>Estimated Time of Presentation: N/A Submitted by: Lisa Allen, Deputy Superintendent and Jesse Ramos, Director of Innovative Schools Approved by: Jorge A. Aguilar, Superintendent</p>

FACILITIES USE AND GROUND LEASE AGREEMENT

This Facilities Use and Ground Lease Agreement (“Agreement”) is made by and between Sacramento City Unified School District (“District”) and Capitol Collegiate, Inc., a California non-profit public benefit corporation (“Non-Profit”), which operates Capitol Collegiate Academy Charter School, a charter school (“Charter School”). The Non-Profit and District are individually referred to each as a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, the District is the owner of real property located at 2118 Meadowview Road, Sacramento, CA 95832 (“Freeport Site”).
- C. WHEREAS, Charter School is a charter school duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) serving students in grades transitional kindergarten through eighth grade.
- D. WHEREAS, Non-Profit desires to use certain District facilities for the Charter School and its public charter school program.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations for the 2022-2023 through 2026-2027 school years, under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocation of facilities.
- F. WHEREAS, the Charter School desires to occupy additional real property located at the Freeport Site that is not part of the District’s facilities offer under Proposition 39, and the Parties have agreed to enter into a ground lease for that additional leased real property as depicted on Exhibit E (the “Leased Land”).
- G. WHEREAS, the Charter School intends to construct portables, a multipurpose building, an administrative office, restrooms, a lunch pavilion, and collaborative space on the Leased Land.
- H. WHEREAS, the Charter School is seeking private financing to fund the above referenced construction.

I. WHEREAS, this Agreement, together with the accompanying exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements related to the Charter School's use of the Freeport Site, whether oral or written, including but not limited to the prior Facilities Use Agreement (effective on June 22, 2015) and the Amendment Extending the Term of Facilities Use Agreement (effective October 18, 2018).

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter School are equally imposed on the Non-Profit, and vice-versa.

1. Recitals.

The recitals set forth above are incorporated herein and made part of this Agreement.

2. Term of this Agreement.

The term of this Agreement shall be from the date this Agreement is ratified by the District's Board of Education ("Effective Date"), through June 30, 2027 ("Term"), unless earlier terminated as provided herein.

3. Facilities.

The District grants use of portions of the Freeport Site, as described and/or depicted in Exhibits A and B ("Facilities"), which are attached hereto and incorporated herein by reference, to the Charter School under the terms and conditions set forth in this Agreement. The District reserves the right to use facilities, or assign facilities, at the Freeport Site that have not been designated or assigned to the Charter School. Use of the Facilities shall be for the purposes set forth in the Charter School's charter and on the terms and conditions set forth herein. The Charter School shall not have exclusive use of the Freeport Site.

4. Facilities Use Fee.

For each and every school year during the Term, Non-Profit shall pay District fees for use of the Facilities ("Facilities Use Fees"). Facilities Use Fees shall be paid out in equal installments each month throughout the respective school year within the Term. Beginning on the Effective Date, payments shall be payable on or in advance on the first day of each month ("Due Date") in lawful money of the United States.

The calculation for the 2022-2023 school year, and terms of Facilities Use Fee payments, are further described with more particularity in Exhibit C, attached hereto and incorporated herein. The Facilities Use Fee will be calculated and adjusted annually by the District.

The dollar amount to be paid by Non-Profit for facilities provided to in-District students, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7 ("pro-rata fee"). To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which the Facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the recalculated pro-rata fee. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District's legal rights and remedies with respect to such default.

5. Dispute Resolution.

The Parties agree to attempt to resolve all disputes regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures identified in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to revocation.

6. Use.

(a) Public Charter School. The Facilities/Leased Land shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies.

(b) Insurance Risk. The District shall maintain first party property insurance for the Facilities/Leased Land. The Charter School shall not do or permit anything to be done in or about the Facilities/Leased Land nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities/Leased Land, or any of the contents of the Facilities/Leased Land (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities/Leased Land or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities/Leased Land any articles which may be prohibited by a standard form policy of fire

insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities/Leased Land.

(c) Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities/Leased Land that will in any way obstruct or interfere with the rights of the District or injure the District, or use or allow the Facilities/Leased Land to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities/Leased Land. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities/Leased Land.

(d) Illegal Uses. The Charter School shall not use the Facilities/Leased Land or permit anything to be done in or about the Facilities/Leased Land that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter as it relates to District Facilities/Leased Land.

(e) COVID-19. The Charter School must take all steps and actions necessary or required to comply with all current and future orders, laws and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer and the State or the Federal Government) related to COVID-19 that are applicable to the Charter School's use of the Freeport Site and Facilities/Leased Land.

(f) Security Badges. The Charter Schools will provide identification cards to its staff. The identification cards will be pictured with school name, logo, staff names, and titles. All Charter School staff shall carry and have visible their identification card at all times while at the Freeport Site. This will assist District security and other staff to identify Charter School staff as needed. In the event a Co-location with a District program occurs, both the Charter Schools' staff and District staff shall carry their respective identification cards at all times that they are at the Freeport Site.

(g) Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, *et seq.*) in making use of the Facilities/Leased Land accessible to members of the community. The Parties understand that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use. All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. The Charter School's scheduled

reasonable use of the Freeport Site shall take priority over any requested Civic Center Act, joint-use agreement, or recreational program use. The District shall confirm whether the Charter School has scheduled any use of the Freeport Site prior to scheduling any such requested use.

(h) Alarms. The Charter School shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities/Leased Land provided at the Freeport Site. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Freeport Site, Charter School shall be responsible for costs incurred.

The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Facilities/Leased Land required by law or local enforcement agency, including but not limited to any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for the Improvements. The Charter School shall immediately notify the District when said materials are required, and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance, and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including but not limited to the cost to the District of any District employees' time spent performing such repair or maintenance.

7. Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of the Effective Date. Said furnishings and equipment will be provided pursuant to Proposition 39. The Charter School is responsible to furnish and equip the structures of the Improvements, defined in Provision 11, below. The District is not responsible to furnish and/or equip the Improvements.

The Charter School will provide the District with an inventory, including the mutually agreed upon condition of items, of the furnishings and equipment existing at the Facilities as of the Effective Date; provided, however, that if the Parties disagree on the condition of any item(s), the Parties shall promptly meet and confer in good faith to cooperate to agree on the condition of the item(s). The replacement of furnishings and equipment supplied by the District in accordance with school district schedules and practices, shall remain the responsibility of the District. The Charter School is responsible for any furnishings and equipment over and above those provided by the District. The Charter School shall return all such District-provided furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District, or are not otherwise reimbursed by the District, shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter petition.

8. Utilities.

The Charter School shall reimburse the District for the cost of utilities at the Facilities/Leased Land, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Freeport Site. Utilities include, but are not limited to, are electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Freeport Site, the bin capacities and the number of removals per week shall not increase during the Term without the District's prior written consent, which may be withheld in the District's sole discretion.

The District shall endeavor to notify the Charter School of its estimated monthly charge for utilities prior to the start of every school year. The Charter School shall pay such charge to the District throughout the Term on a monthly basis concurrent with the Charter School's payment of the Facilities Use Fee to the District pursuant to Section 4 of this Agreement.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter School shall comply with all District energy conservation policies in regard to use of the Facilities/Leased Land, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

Prior to the installation of any new Improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Improvement and occupancy on current utilities. Any and all upgrades to utilities necessary to accommodate the Improvements are the responsibility and at the cost of the Charter School.

9. Proposition 39/Conditions Reasonably Equivalent.

(a) Charter School acknowledges by execution of the Agreement that the Facilities provided by the Agreement are deemed to be "reasonably equivalent," meeting all the requirements of Proposition 39 (Ed. Code § 47641) for the Term of this Agreement. Charter School further agrees that upon execution of this Agreement, all obligations of the District to the Charter School under Proposition 39 will be satisfied over the Term of this Agreement. Charter School and Non-

Profit waive their right to bring any claim or legal action for the Term of the Agreement based on any claims arising out of or relating to alleged compliance or noncompliance with Proposition 39. This waiver does not extend to the obligations set forth in the Agreement. Notwithstanding the foregoing, the Charter School preserves the right to argue that a similar allocation of facilities for a future academic year does not satisfy the obligations of Proposition 39 and the Implementing Regulations.

(b) Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the Freeport Site, the physical or environmental condition of the Freeport Site or any other property beneath, adjacent to, or otherwise related to the Freeport Site.

10. Ground Lease.

(a) Ground Leased Land. The District hereby leases to the Charter School the “Leased Land” depicted in Exhibit E, which is attached hereto and incorporated herein by reference, under the terms and conditions set forth in this Agreement. Use of the Leased Land shall be for the purposes set forth in the Charter School’s charter and on the terms and conditions set forth herein.

The District shall deliver the Leased Land to the Charter School within thirty (30) calendar days of the Effective Date of this Agreement, clear of all tenancies and occupancies not addressed in this Agreement.

The Leased Land is leased to the Charter School on an “as is” basis. The District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Leased Land. By entry and taking possession of the Leased Land pursuant to this Agreement, the Charter School accepts the Leased Land in “AS IS” condition. The Charter School acknowledges that neither the District nor District’s agents have made any representation or warranty as to the suitability of the Leased Land to the conduct of the Charter School’s business.

(b) Rent. For the term of this Agreement, and in addition to the Facilities Use Fees (Exhibit C) and other costs per this Agreement, Non-Profit shall pay District an annual rent of twenty-three thousand and ninety-five dollars (\$23,095) (“Rent”), which has been calculated by multiplying one dollar per square foot per year (\$1.00/sq ft/yr) by approximately twenty-three thousand and ninety-five (23,095) square feet of the property. The first school year’s Rent shall be paid on or before the Effective Date of this Agreement, and annually thereafter for each school year of the Term. Beginning on the Effective Date, payments shall be payable on or in advance of the Due Date, without deduction, offset, prior notice or demand, in lawful money of the United States.

(c) Surrender. No act or thing done by the District or any agent or employee of District during the Term shall be deemed to constitute an acceptance by District of a surrender of the Freeport Site, Facilities, or Leased Land.

11. Improvements.

(a) Project. The Charter School currently intends to construct portables, a multipurpose building, an administrative office, restrooms, a lunch pavilion, and collaborative space (collectively, the “Project”) on the Leased Land. The scope of the Project may include up to the following, as shown in Exhibit E, but the scope of the Project may be reduced by the Charter School in its sole determination:

- 1) (6) new 24x40 portable classroom buildings
- 2) (1) new 12x40 portable restroom building
- 3) (1) new 48x40 portable classroom building
- 4) (1) new 24x40 portable administration building
- 5) (2) 30x44 steel lunch shelters
- 6) All associated site work with above items including water/sewer and electrical
- 7) Landscaping and concrete pathways for path-of-travel between portables
- 8) Renovate (2) existing portables with cosmetic upgrades and low voltage upgrades as well as path-of-travel improvements

(b) Improvements. The Charter School shall only make alterations, additions, or improvements (“Improvements”) to the Facilities/Leased Land after obtaining the prior written consent of the District’s Superintendent or his designee. Any Improvements to the Leased Land or Facilities, including the aforementioned “Project,” made by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with federal, state and local law, and all applicable building code standards, including without limitation, Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act and all applicable District standards, specifications, prevailing wages, and policies relating to facilities construction and as required by the Division of State Architect (the “Construction Standards”). The District Superintendent or his designee will identify persons with whom the Charter School can communicate to seek information regarding District policies and to obtain consent for Improvements.

The District may impose as a condition to the aforesaid consent such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished. The District reserves the right to require approval of all terms, including but not limited to plans and specifications, construction schedule, work hours, as well as requiring licensing and bonding of contractors (including performance and payment bonds covering 100% of contract price), as well as compliance with applicable prevailing wage

laws in relation to public works projects. District's grounds for disapproval of any plans and specifications shall be limited to a determination that Charter School's proposed plans or specifications would allow for construction of Improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. District shall endeavor to review all plans and specifications within a reasonable time, and not unreasonably delay its response to Charter School's preliminary plans and specifications; provided, that, after approval by District of the documents pertaining to the Improvements, any substantial change in the plans or specifications for the Improvements shall be subject to approval by District. All consents required by the District pursuant to this section will be provided in writing by the District no later than fifteen (15) calendar days after receipt of a written request for consent by the Charter School. A failure by the District to respond to a written request for consent within this timeline shall be deemed to be the District consenting to the request.

Charter School agrees to name the District as an intended third party beneficiary of any contract for the construction of Improvements made by Charter School. Any and all contractors or individuals installing, maintaining, or attending to Improvements on the Freeport Site shall maintain all appropriate licensure to conduct said work.

Should the Charter School fail to obtain the prior written consent of the District's Superintendent, or the Superintendent's designee, for Improvements, the Charter School shall, upon written request by the District, immediately cease making Improvements until such written consent is obtained, and the Charter School shall bear any costs, expenses and liabilities associated with the work stoppage.

Should the Charter School fail to contract and perform the Improvements in accordance with the Construction Standards or fail to adhere to the conditions on the District's consent as described above, the District may, at its sole option, direct that the Charter School immediately cease making such Improvements, and the District may, at its sole discretion alter, repair, or improve the Facilities/Leased Land, to bring the Facilities/Leased Land into compliance with the Construction Standards and/or the conditions on the District's consent, and the Charter School shall be responsible for all such costs and expenses incurred by the District for such alterations, repairs or improvements. No Improvement shall be made which reduces or otherwise impairs the value of the Facilities/Leased Land. No Improvements shall be commenced until the Charter School has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Improvements. All Improvements shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes and permits.

All Improvements to the Facilities/Leased Land other than the portable buildings that were permitted to be made consistent with this Section 11 shall, at the expiration or earlier termination of this Agreement, become the property of the District and remain upon and be surrendered with the Leased Land, unless the District requests their removal, and only if such removal requirement is set forth in writing at the time of District's approval of the Improvement to be removed; provided, however, that the ownership of any Improvements that have not been deemed completed in the District's reasonable discretion by the expiration of the Term or earlier termination of this

Agreement shall remain the property of Charter School, and Charter School shall be required to remove such Improvements at the termination of this Agreement and restore the Leased Land to its original condition, which existed prior to construction or installation of the Improvements, at the Charter School's sole expense. The portable buildings shall promptly be removed by the Charter School at the expiration or earlier termination of this Agreement and the Charter School shall restore the Leased Land to its original condition, which existed prior to construction or installation of the Improvements, at the Charter School's sole expense; provided, however, that Charter School's obligation to restore the Leased Land may be later waived or modified in writing if the District and Charter School enter into a separate agreement for the District to take over the lease of the portable buildings from the Charter School. In the event of charter revocation or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter School charter, unless the Parties agree otherwise.

(c) CEQA and Administrative Costs. For any project related to the Charter School's construction of Improvements, the District agrees to act as "lead agency" for any required compliance with the CEQA (Pub. Resources Code, §§ 21000, *et seq.*, Cal. Code Regs., tit. 14, §§ 15000, *et seq.*), including any determination that the project qualifies for an exemption under CEQA, using all appropriate and necessary documents which will be prepared by the Charter School or its consultants. District shall retain authority over review and approval of such documents, and shall not be responsible or liable for errors in and/or omissions from such documents by Charter School or its consultants. In reviewing and approving the aforementioned documents, District may choose to require that a District consultant provide consulting services in overseeing the construction ("Consulting Services"), in its reasonable discretion. The District will invoice the Charter School for the reasonable costs of any Consulting Services and the Charter School will reimburse the District in accordance with the reimbursement procedure set forth in Section 15 below, and the fees for services by a District employee and / or Consulting Services by a District consultant shall be based on hourly rates as follows:

1. Program Records Technician: \$42.42 hourly rate
2. Facilities Project Technician: \$69.72 hourly rate
3. GIS/Facilities Manager: \$80.56 hourly rate
4. Facilities Project Manager: \$81.79 hourly rate
5. Director I, Facilities: \$91.56

Sub consultants shall be billed and payable monthly with no mark up and billing shall include detailed costs fully explained. Charter School further agrees to enter into a reimbursement agreement with the District, if necessary, and fund all reasonable costs of third party professionals and consultants necessary to comply with CEQA. In the event of any legal challenge to the project under CEQA, District agrees to tender its defense of such challenge to Charter School. Charter School agrees to indemnify and defend the District from any challenge to any determination made by the District under CEQA related to the project. Charter School agrees to indemnify, defend by counsel approved by the District in writing (such approval not being unreasonably withheld or delayed), and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or Charter School's use of the Freeport Site or construction of any improvements thereon, including

but not limited to, any third party challenge or contention based on CEQA except where caused by the negligence or misconduct of District.

Charter School will give reasonable written notice, and will allow a District representative to be present at each regular meeting regarding construction of the project held throughout the course of a project.

(d) Private Funding. The Parties acknowledge that the Charter School is seeking private funding to finance its planned improvements on the Leased Land. The Charter School is solely responsible for financing any Improvements on the Leased Land. The District is not responsible for the repayment of any loans or liabilities incurred by the Charter School to fund the Improvements.

12. Reserved.

13. Custodial Services.

Custodial services shall be provided pursuant to the terms and conditions as defined in Exhibit D, and Charter School shall pay for any such services in addition to any other fees or payments required by this Agreement. The District will not provide gardening services.

14. Signage.

The Charter School shall be allowed to place signage on the exterior of the Facilities/Leased Land. The District will keep its own signage exhibited at the Freeport Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon expiration or earlier termination of this Agreement. The Charter School, in its sole cost, must restore the Facilities/Leased Land, following removal of the signage, to their condition existing prior to installation of the signage to District's reasonable satisfaction. The Charter School will ensure that all signage at the Facilities/Leased Land that are required by law or regulation will be posted. All signage shall be subject to compliance with all applicable laws at Charter School's sole cost.

15. Operations and Maintenance.

(a) The District shall maintain the Facilities/Leased Land, furnishings and equipment, in good order, condition, and repair. The Non-Profit will reimburse the District for the costs, including time, labor and materials, to maintain the Facilities/Leased Land in good order, condition and repair. Said costs to the Non-Profit will be the sum total of: 1) The Facilities Use Fee of Section 4 and Exhibit C of the Agreement; 2) the costs of custodial services per Section 13 and Exhibit D of the Agreement; and 3) the actual costs, including salary, benefits and payroll taxes, of the equivalent of one full time (1.0 FTE) District-employed appropriate level Plant Manager (SPOM I, II, or III) assigned to the Freeport Site for all 12 months of the year. The District will invoice the Non-Profit quarterly for these costs. The Non-Profit will pay said invoice within thirty (30) days of receipt.

The Charter School will provide reasonable workspace for the Plant Manager assigned to the Site.

(b) The wiring/MIS infrastructure at the Freeport Site will be provided in a strictly “AS-IS” condition, as of the Effective Date. Charter School agrees that other than set forth in this Agreement, no representations, statements, or warranties have been made by the District, or the District’s agents, as to the physical condition, quality, or quantity of the wiring/MIS infrastructure, and that Charter School has performed its own evaluation of the condition of the wiring/MIS infrastructure and its sufficiency for Charter School’s intended use. In addition, any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 11, and the Charter School is responsible for the cost of internet service provided at the commercial rate.

(c) The District shall be responsible for any modifications necessary to maintain the Facilities in accordance with Education Code Sections 47610(d) or 47610.5. Projects eligible to be included in the District’s deferred maintenance plan established pursuant to Education Code Section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with the District’s schedules and practices shall remain the responsibility of the District. The Charter School shall comply with the District’s policies regarding the operations and maintenance of the Facilities and furnishings and equipment, except to the extent renovation is approved by the District. However, the Charter School need not comply with policies in cases where actual District practice substantially differs from official policies.

(d) Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

16. Entry by District.

The District may enter the Freeport Site at any time to inspect the Facilities/Leased Land, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities/Leased Land, or in the case of an emergency, consistent with Education Code Section 47607(a)(1). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its commercially reasonable efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School’s business, any loss or use of quiet enjoyment of the Facilities/Leased Land related to District’s entry for the purposes identified in this Section.

17. Employees, Contractors and Independent Contractors.

The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities/Leased Land and protection of minor students. Any volunteer or visitor having unsupervised student contact is required to undergo a fingerprint scan and criminal background

check under the supervision and/or responsibility (financial and otherwise) of the Charter School. The Charter School shall also ensure that its employees are in compliance with the tuberculosis testing requirements set forth in Section 49406 of the California Education Code.

18. Indemnity.

The Non-Profit shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities/Leased Land, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligence, intentional acts or misconduct of the District, its employees, agents, officers and invitees.

The Non-Profit shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Non-Profit, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities/Leased Land, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent, misconduct or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Non-Profit against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities/Leased Land, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

19. Insurance.

(a) Insurance. The District shall maintain first-party property insurance on the Facilities other than the Improvements. Charter School, at the Charter School's sole cost and expense, shall obtain and keep in full force and effect, beginning on or before the Effective Date, and continuing throughout the Term, the following insurance:

i. *Liability Insurance.* Commercial general liability insurance with respect to the Freeport Site and the operations of or on behalf of the Charter School in, on or about the Freeport Site, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the Charter School as required by District as a public school district. In addition, the Charter School shall procure, pay for and keep in full force and effect primary automobile liability insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence covering owned, hired, and non-owned vehicles used by the Charter School. Such commercial general and automobile policies shall contain (i) severability of interest, (ii) cross liability, and (iii) an endorsement stating "Such insurance as is afforded by this policy for the benefit of Sacramento City Unified School District shall be primary with respect to any liability of claims arising out of the occupancy of the Freeport Site by the Charter School, or out of the Charter School's operations, and any insurance carried by Sacramento City Unified School District shall be excess and non-contributory."

ii. *Workers' Compensation, Employer Liability.* Workers' Compensation insurance as required by law and Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000).

iii. *Property Insurance.* Property Insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the Improvements and all of the Charter School's trade fixtures, furnishings, equipment and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.

(b) Insurance Policy Criteria. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code section 6500, *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.

A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the

provisions specified herein, shall be delivered to District prior to Effective Date, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy provided by the Charter School under this Agreement shall be occurrence based, not "claims made." In addition, District shall be named as an additional insured on the liability policies. District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder.

In no event shall the policies required hereunder be considered as limiting the liability of the Charter School under this Agreement.

20. Damage to or Destruction of Freeport Site.

(a) Cost. The cost of restoring the Facilities/Leased Land under this Section shall be borne by the Non-Profit if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students, or invitees. The cost of restoring the Facilities/Leased Land under this Section shall be borne by the District if the cause of the casualty is the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities/Leased Land to their respective insurance carriers if the casualty is caused by a third party not invited onto the Freeport Site by the Parties.

(b) Partial Damage – Insured. If the Facilities/Leased Land are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Non-Profit shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities/Leased Land. The District shall provide the Charter School alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space then there shall be no diminution in the use payments during the period of the restoration.

(c) Total Destruction. If the Facilities/Leased Land are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities/Leased Land cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

21. Taxes.

Charter School shall pay before delinquency (but in any event, no later than thirty (30) days after receipt of invoice from District, if applicable) any and all taxes, assessments, levies, possessory interest taxes, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, including, but not limited to, assessments for public improvements or benefits, which prior to or during the term of this Agreement are laid, assessed, levied, or imposed upon or become due and payable and a lien upon or represent an escape assessment from (i) the Freeport Site and/or any improvements situated thereon or any part thereof or any personal property, equipment or other facility used in the operation thereof; or (ii) the rent or income received from assignees, subtenants or licensees; or (iii) any use or occupancy of the Freeport Site and of any rights, obligations, easements and franchises as may now or hereafter be appurtenant, or appertain to the use thereof. Notwithstanding the foregoing, in the case of any special assessment levied upon the Freeport Site or any part thereof during the Term of this Agreement, with the exception of that balance or remainder portion of the Freeport Site that is occupied/leased hereunder, Charter School shall be obligated to pay in full the amount of such special assessment upon its inception (or provide District sufficient funds which, together with the accrual of investment yield thereon, shall be sufficient to pay to maturity all installments thereunder). Nothing in this Section shall limit District's right to recover, as additional rent, any taxes and/or assessments payable by District after termination of this Agreement. The provisions of this Section shall survive the expiration or earlier termination of this Agreement; provided, however, that nothing herein shall obligate Charter School to pay the required taxes and/or assessments which are both (i) imposed upon the Freeport Site prior to the commencement or subsequent to the termination of this Agreement and (ii) applicable to a period or periods prior to the commencement or subsequent to the termination of this Agreement.

Notwithstanding anything in this Agreement, Charter School shall not be required to pay any increase in real estate taxes or assessments imposed on the underlying fee interest of the Freeport Site resulting from a voluntary or involuntary transfer of District's fee interest in all or any portion of the Freeport Site unless the purchaser is Charter School or Non-Profit.

22. Liens.

The Non-Profit shall keep the Freeport Site, including the Facilities/Leased Land, free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Non-Profit or the Charter School. Notwithstanding anything stated herein to the contrary, if the Non-Profit and/or Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by the Non-Profit and Charter School, each having joint and several liability for the lien amount and all expenses incurred by District in pursuit of satisfaction and removal of the lien, including attorneys' fees and costs.

23. Mechanic's Lien.

Charter School shall: (i) pay for all labor and services performed for, materials used by or furnished to Charter School of any contractor employed by Charter School with respect to the Freeport Site, including the Facilities/Leased Land, (including, but not limited to, any Improvements); and, (ii) indemnify, defend, and hold District harmless and free and clear from any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, materials used by or furnished to Charter School or any contractor employed by Charter School with respect to the Freeport Site, including the Facilities/Leased Land, as long as the work was not performed by or at the direction of the District; and, (iii) give notice to District in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for the use upon the Freeport Site, including the Facilities/Leased Land; and, (iv) permit District to post a notice of nonresponsibility in accordance with the statutory requirements of California Civil Code Section 8444 or any amendment thereof. In the event Charter School is required to post an improvement bond with a public agency in connection with the above, Charter School agrees to include District as an additional obligee.

24. Condemnation.

In the event of the taking or condemnation of all or substantially all of the Freeport Site, including the Facilities/Leased Land, for public or quasi-public use under any statute or by right of eminent domain or by voluntary sale to the condemning authority either under a threat of or in lieu of condemnation (a "Taking"), this Agreement shall terminate and Charter School may receive compensation only for the taking and damaging of Charter School installed or constructed Improvements, if any, and immediately upon the effective date of the termination, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School. In the event of a Taking of less than substantially all of the Freeport Site, including the Facilities/Leased Land, this Agreement shall remain in effect.

25. Holding Over.

Charter School shall not remain in possession of the Freeport Site or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Non-Profit and Charter School shall pay one hundred twenty-five percent (125%) of the monthly Facilities Use Fee and Rent each month, plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Non-Profit and Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

26. Assignment and Subletting.

Neither the Non-Profit nor the Charter School may assign its or their rights under this Agreement or sublet any portion of the Facilities or Leased Land without the prior written consent of the District.

27. Rules, Regulations and Law.

The Charter School and the Charter School's agents, employees, students, visitors, and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, and cleanliness of the Facilities/Leased Land, and the Facilities'/Leased Land's furnishings and equipment, and shall comply with all applicable laws. The District will provide the Non-Profit with copies of any relevant written custodial and maintenance policies within its possession. The District will provide any such written policies that are amended or adopted during the Term of the Agreement.

28. Smoking.

Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities/Leased Land, including but not limited to all courtyards, walkways, and parking areas.

29. Hazardous Material.

The Parties agree as follows with respect to the Hazardous Materials (as defined below) on the Freeport Site, including on the Facilities and Leased Land.

(a) Definition. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, waste, pollutant, or contaminant which is or becomes listed, regulated, classified, or defined as "hazardous" or "toxic" under applicable local, state, or federal law, regulation, statute, order, decision, or guidance for the protection of health or the environment, including, without limitation: trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; any petroleum products or fractions thereof; asbestos; polychlorinated biphenyls; flammable explosives; urea formaldehyde; and radioactive materials and waste.

The term "Hazardous Materials" includes, without limitation, any substances, materials, wastes, pollutants, or contaminants which are: (i) listed under Section 29(a) above or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ii) defined as a "Hazardous Substance," "Hazardous Material," "Hazardous Waste," or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; (iii) listed or defined as a "Hazardous Waste," "Extremely Hazardous Waste," or an "Acutely Hazardous Waste" pursuant to Chapter 11 of Title 22 of the California Code of Regulations; (iv) pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; (v) asbestos, PCBs, and other substances regulated under

the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; (vi) substances and contaminants regulated under the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; or (vii) substances and contaminants regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*, or the California Occupational Safety and Health Act, California Labor Code §§ 6300 *et seq.*

As used herein, the term “Hazardous Materials Laws” shall mean any statute, law, ordinance, regulation, order, decree, or official guidance of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Materials.

(b) Hazardous Materials Prohibition. Unless otherwise permitted by the District in writing, Charter School shall not cause or permit any Hazardous Materials to be generated, brought onto, used, stored, released, or disposed of in, on, about, or under the Freeport Site, Facilities, Leased Land, or the areas adjacent thereto by Charter School or any of Charter School’s employees, agents, contractors, representatives, consultants, students, tenants, sub-tenants, guests, or invitees (“Charter School Parties”), except for limited quantities of standard office and janitorial supplies (which shall be used and stored in strict compliance with all applicable Hazardous Materials Laws). Charter School shall be responsible to ensure that all activities conducted in, on, about or under the Freeport Site, Facilities, and/or Leased Land by Charter School or the Charter School Parties, including construction activities that take place pursuant to this Agreement, comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all handling, disposal, notification, recordkeeping, and maintenance requirements of such Laws. Breach of this provision by Charter School shall constitute a default and material breach of this Agreement under Section 30, below.

(c) Duty to Remediate. Notwithstanding any other provisions of this Agreement, if the Charter School or Charter School Parties cause the release of Hazardous Materials in, on, about, or under the Freeport Site, Facilities, or Leased Land, then Charter School shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination to the satisfaction of the District and any governmental entities having jurisdiction over the Freeport Site, Facilities, or Leased Land.

(d) Indemnification. Non-Profit shall indemnify, defend upon demand with counsel reasonably acceptable to District, and hold harmless District, its Board of Trustees, the members of its Board of Trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liabilities, expenses, costs, penalties, fines, sanctions, attorneys' fees, experts fees, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of Charter School's or the Charter School Parties' use, storage, treatment, transportation, release, or disposal of Hazardous Materials in, on, about or under the Freeport Site, Facilities, Leased Land, or areas immediately adjacent thereto, including, but not limited to, any and all claims, demands, actions, suits, losses, liabilities, expenses and costs arising out of or in connection with any investigation and remediation required hereunder to return the Freeport Site, Facilities, Leased Land, or any part thereof to full compliance with all Hazardous Materials Laws pursuant to this Section 29. The District shall indemnify, defend upon demand with counsel reasonably acceptable to Charter School, and hold harmless Charter School, its Board of

Directors, the members of its Board of Directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liabilities, expenses, costs, penalties, fines, sanctions, attorneys' fees, experts fees, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of District's or its agents, vendors, employees or contractors/subcontractors' use, storage, treatment, transportation, release, or disposal of Hazardous Materials in, on, about or under the Freeport Site, Facilities, Leased Land, or areas immediately adjacent thereto, or Hazardous Materials that predated Charter School's occupancy of the Facilities or that were not caused by Charter School or Charter School Parties, including, but not limited to, any and all claims, demands, actions, suits, losses, liabilities, expenses and costs arising out of or in connection with any investigation and remediation required hereunder to return the Freeport Site, Facilities, Leased Land, or any part thereof to full compliance with all Hazardous Materials Laws pursuant to this Section 29.

(e) Notice. Charter School shall, immediately upon becoming aware of (i) any contamination or threatened contamination of the Freeport Site, Facilities, or Leased Land by Hazardous Materials, or (ii) any communication received from any governmental authority concerning Hazardous Materials which relates to the Freeport Site, Facilities, or Leased Land, provide written notice of such communication or information to the District.

(f) Survival. The obligations of the parties under this Section 29 shall survive the expiration or earlier termination of this Agreement. In the event of any inconsistency between any part of this Agreement and this Section 29, the terms of this Section 29 shall control.

30. Default by Charter School.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- (a) The failure by Non-Profit to utilize the Facilities or Leased Land for the sole purpose of operating the Charter School.
- (b) The failure by Non-Profit to make timely payments required under this Agreement.
- (c) The failure of the Charter School or the Non-Profit to observe or perform any of the express covenants, conditions or provisions of this Agreement.
- (d) The revocation or non-renewal of the Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.

In the event of any material default or breach by Non-Profit or Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School's right to possession of the Facilities/Leased Land upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Non-Profit and Charter

School shall not be in default if Non-Profit or Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days.

Upon termination, District shall retain the right to recover from Non-Profit, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees and Rent shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School's or Non-Profit's default or breach of this Agreement, the District shall not be obligated to provide Facilities to Charter School pursuant to Proposition 39 for the remainder of the Term.

31. Default by District.

District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may perform the action that is the obligation of the District and invoice the District for the reasonable costs thereof. Prior to taking such action, the Non-Profit must provide thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not perform such action) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.

32. Miscellaneous.

(a) Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Non-Profit shall not be deemed to be a waiver of any preceding default by Non-Profit or District of any term, covenant or condition of this Agreement, other than the failure of the Non-Profit to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

(b) Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

(c) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

(d) Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

(e) Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

(f) Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

(g) Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

(h) Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

(i) Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the charter, replacing any conflicting terms therein. In the event of a conflict between the terms of the charter and any other agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

(j) No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Non-Profit is a separate legal entity from the District, the Non-Profit expressly agrees that this Agreement is a binding obligation on the Non-Profit and the Charter School, and the District agrees that this Agreement is a binding obligation on the District.

(l) Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose, with the limited exception of the Parties' participation in the dispute resolution procedure contained in the Charter School's charter, but only where specifically allowed for in Section 6 above.

(m) Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

(n) Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to Non-Profit or Charter School shall be sent by United States Mail, postage prepaid,

addressed to Non-Profit or Charter School at the address set forth below. All notices and demands by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the addresses set forth below.

To District:

Sacramento City Unified School District
Attn: Jorge A. Aguilar
5735 47th Avenue
Sacramento, CA 95824

with a copy to:

Lozano Smith
Attn: Edward Sklar
2001 North Main St., Suite 500
Walnut Creek, CA 94596

To Non-Profit or Charter School:

Capitol Collegiate Academy
Attn: Cristin Fiorelli
2118 Meadowview Road
Sacramento, CA 95832

(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format (“pdf”) to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, District and Non-Profit execute this Agreement effective as of the date and year last written below.

Non-Profit and Charter School

District

By: *Cristin Fiorelli*
Cristin Fiorelli
Head of School
Date: *4/8/2022*

By: _____
Jorge A. Aguilar
Superintendent
Date: _____

Approved and ratified this ____ day of _____, 2022, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES:

NOES:

Abstentions:

Secretary to the Board of Education

Attached Exhibits

- Exhibit A-Depiction of Facilities
- Exhibit B-Site Map
- Exhibit C-Facilities Use Fee Calculation
- Exhibit D-Custodial Services
- Exhibit E-Depiction of Leased Land

**Exhibit A
Facilities**

School Name: Freeport Elementary School

School Code: 114

Site Area: 10.46 Acres

Year Built: 1954

Year Modernized: 1999

A.P.N. 052-0100-004

Bldg/Room Code	Bldg/Room No.	Classroom No.	Area
PERMANENT BUILDINGS			
Bldg. 001	C		
J001	C9		52
O001	C5	1	1,335
O002	C4	2	952
O003	C3	3	952
O004	C2	4	952
O005	C1	5	979
T001	C8		110
T01A	C7		47
T01B	C6		47
T002	C10		110

BUILDING AREA TOTAL	5,535
COVERED WALKWAYS	868
CLASSROOMS	5

Bldg. 002	B		
B001	B3		214
J001	B1		63
J002	B2		66
T001	B4		226
T002	B5		226

BUILDING AREA TOTAL	795
COVERED WALKWAY	208
CLASSROOMS	0

Bldg. 003	A		
C005			69
O007	A4	7	960
O008	A3	8	960
O009	A2	9	960
O010	A1	10	967
S005	A7		178
S06A	A6		82
X006	A5	6	1,118

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

5,294
941
5

Bldg. 004	D		
	D7		105
	D6		157
Z001	D5		440
C004	D4		194
C005	D2		88
	D9		216
	D10		10
	D8		260
H001	D1		299
H002	D1		295
T001	D3		28
M001	D11		41
S001	D12		23

BUILDING AREA TOTAL
COVERED WALKWAYS
COVERED WALKWAYS (ENCLOSED)
CLASSROOMS

2,155
344
922
0

Bldg. 005	E		
T001	E6		110
T002	E7		110
T030	E4		85
T040	E3		85
Y030	E1	30	1,037
	E5		192
Y040	E2	40	1,037
	E8		192

BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

2,847
766
2

Bldg. 006	F		
J001	F2		115
K001	F3		434
S001	F4		42
S002	F6		70
S003	F3		128
S003	F7		259
T001	F5		43
U001	F1		2,822
U002	F8		809

BUILDING AREA TOTAL
COVERED WALKWAYS
COVERED WALKWAYS (ENCLOSED)
CLASSROOMS

4,720
633
140
0

Permanent Building Area
Permanent Covered Walkways
Permanent Covered Walkways (Enclosed)
Permanent Classroom

21,346
3,760
1,062
12

PORTABLE BUILDINGS

P01			
O011		11	960
O012		12	960
O013		13	960
O014		14	960
O015		15	960

TOTAL BUILDING AREA
COVERED WALKWAYS
CLASSROOMS

4,800
0
5

P02			
O034		34	900
O035		35	900

TOTAL BUILDING AREA

1,800

COVERED WALKWAYS 0
 CLASSROOMS 2

P09			
		36	960

TOTAL BUILDING AREA 960
 COVERED WALKWAYS 0
 CLASSROOMS 1

		37	960

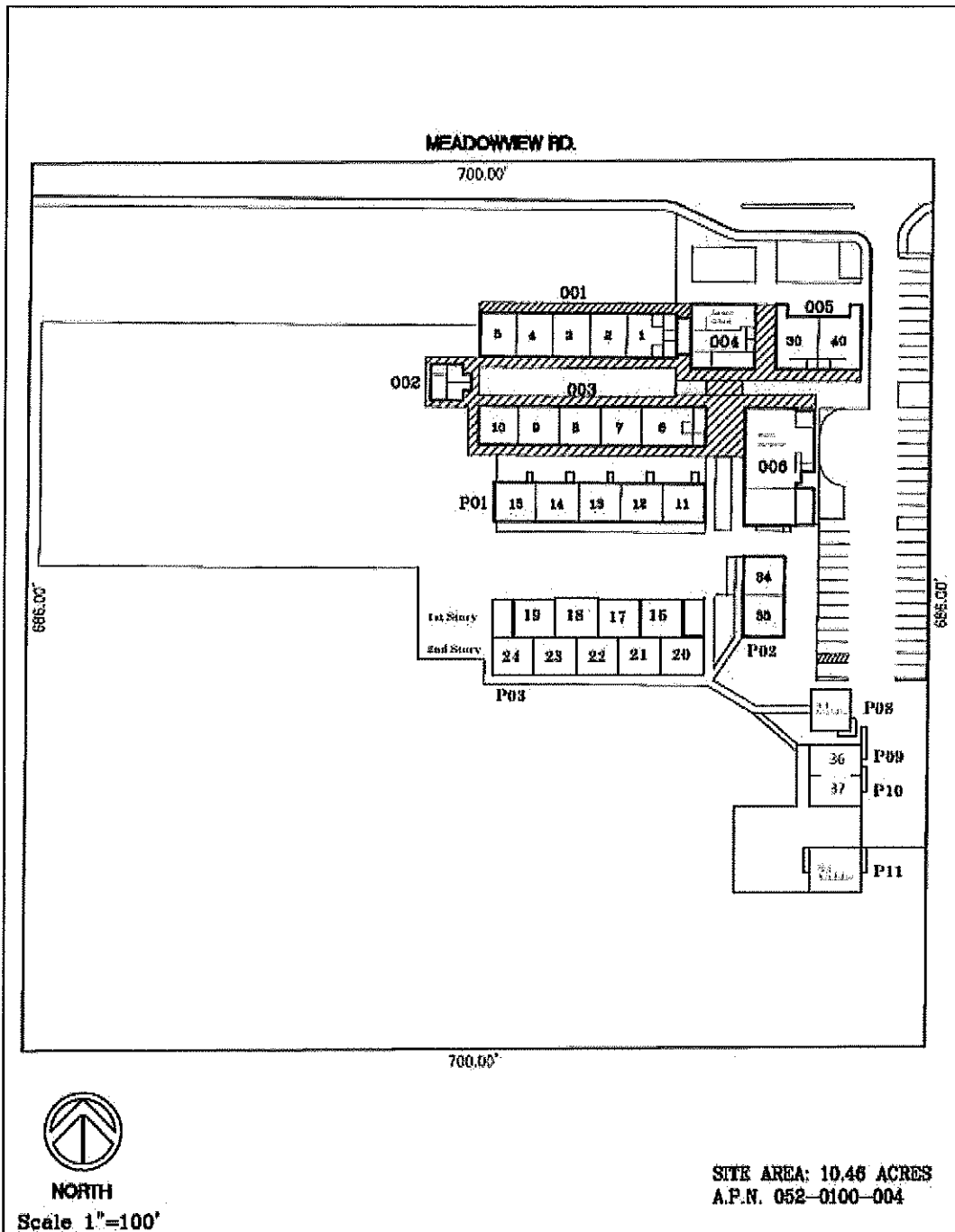
TOTAL BUILDING AREA 960
 COVERED WALKWAYS 0
 CLASSROOMS 1

Portable Building Area 8,520
Covered Walkways 0
Portable Classrooms 9

TOTAL BUILDING AREA 29,866
TOTAL COVERED WALKWAYS 3,760
TOTAL COVERED WALKWAYS (ENCLOSED) 1,062
TOTAL CLASSROOMS 21

TOTAL BILLABLE SQUARE FOOTAGE 34,688

Exhibit B
Site Map



Freeport Elementary School (114)
2118 Meadowview Road
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM

Exhibit C
Facilities Use Fee

Starting with the 2022-2023 school year, Non-Profit shall pay the District a Facilities Use Fee that is calculated by adding the total of: (a) a pro rata fee rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprise the Charter School's in-District students (84.2% for the 2022-23 school year); plus (b) the fair market rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprise the Charter School's out-of-District students (15.8% for the 2022-23 school year). The initial estimated base Facilities Use Fee for the 2022-2023 school year is one-hundred sixty-three thousand one-hundred twenty-three and ten cents (\$163,123.10). The 2022-23 pro rata fee rate has been calculated to be a Facilities cost estimate of two dollars and forty-one cents (\$2.41) per square foot. The fair market rate for comparable facilities in the greater Sacramento area has been calculated to be sixteen dollars and ninety-two cents (\$16.92) per square foot. The Facilities Use Fee will be recalculated on an annual basis based on the then applicable pro rata fee rate (as calculated as described in Section 4 of the Agreement) and on the percentage of in-District and out-of-District students.

The total square footage of the District Facilities that will be provided to the Charter School consists of thirty-four thousand six-hundred and eighty-eight (34,688) square feet. The in- District student enrollment projection received from the Charter School for the 2022-23 school year was three hundred ninety-five (395) students, and the out-of-District student enrollment projection received from the Charter School for the 2022-23 school year was seventy-four (74) students.

Exhibit D
Custodial
Services

1. Routine Services. For the first school year of the Agreement, one full time (1.0 FTE) District-employed custodian shall provide the “routine” or regularly scheduled daily or weekly custodial services for the Facilities/Leased Land and Improvements, with the Charter School to reimburse the District for the actual costs incurred by the District as further described herein below. Following the first school year, for each subsequent school year over the Term of the Agreement, Charter School shall have the option to request the District to provide the “routine” or regularly scheduled daily or weekly custodial services for the Facilities/Leased Land and Improvements, or to provide these services itself. The Charter School will notify the District by no later than February 1 of the prior school year regarding whether it wishes to have the District provide the custodial services for the following school year, and the number of FTE custodians it would like the District to provide for the Facilities/Leased Land; provided, however, the number of requested FTE custodians may not equal to less than 1.0, but may thereafter increase in increments of 0.5 FTE. For the avoidance of doubt, as an example, the Charter School may not request 0.5 FTE custodian, but may request 1.0 FTE, 1.5 FTE, or 2.0 FTE, and so on. Within ten (10) business days of receiving Charter School’s request, the District shall notify Charter School if it approves Charter School’s requested number of District-employed custodians for the following school year in its entirety, with such approval subject to the District’s sole and reasonable discretion. For the avoidance of doubt, as an example, if the Charter School were to request 1.5 FTE custodians for a given school year, the District may not limit its approval to 1.0 FTE, but must approve or deny the 1.5 FTE requested by the Charter School. In the event that the District denies the Charter School’s request for any school year, the Charter School shall provide those services itself.

The level of said services will be consistent with the District’s standard practices and policies. If said services will be provided by District employees, the Charter School has the right to report dissatisfaction with the custodial services so that the District will take any corrective action necessary to ensure that the correct level of service is provided. The Charter School shall have the right to direct the custodial staff to perform specific duties that are within the scope of their job duties. The Charter School will reimburse the District for the actual costs, including but not limited to time and labor (including, salary, and benefits and payroll taxes), to provide custodial services (if any) for the Facilities/Leased Land, and any improvements to be placed on the Leased Land.

Said reimbursement shall also include all actual costs incurred by the District (if any). The District will invoice the Charter School quarterly for these services. The Charter School will pay each invoice within thirty (30) days of receipt. The Charter School shall provide any cleaning supplies and tools necessary for those District personnel to provide custodial services, including but not limited to toilet paper, soap, and paper towels.

2. “Deep Cleaning” Services. The parties also understand that, from time to time, additional custodial services may be required for “deep cleaning”. These services may occur on a bi- annual, annual or semi-annual basis, at the District’s discretion, and

include, but are not limited to: high dusting and power washing surfaces. If the District is providing custodial services to the Facilities/Leased Land, the Charter School will reimburse the District for these services in the same manner as “Routine” services as outlined above.

3. Additional Services. Should the Charter School require additional custodial services above the District’s standard practices and policies, or for special events, those costs to the Charter School will be assessed separately as requested.
4. Collective Bargaining Agreements. The Charter School recognizes that District employees have rights and responsibilities under the respective Collective Bargaining Agreements. Utilization of District Staff will include agreement to comply with, and cooperate with the District’s efforts to comply with, all of the respective Collective Bargaining Agreements terms and conditions, if any, as well as any other state or federal law related to the employment of said employee. This includes terms and conditions regarding seniority, placement, transfers, and termination. Throughout the full Term of this Agreement, the District retains full discretion to reduce staffing, transfer staffing, and all other rights and responsibilities the District maintains by law and/or the terms of the Collective Bargaining Agreement.

Exhibit E
Description of Leased Land

The Leased Land is limited to the land indicated in the Pink Outline below:

SITE LEGEND

- ① ADMIN. / OFFICE
- ② MULTIPURPOSE BUILDING
- ③ RESTROOM
- ④ LUNCH PAVILION
- ⑤ COLLABORATION SPACE
- ⑥ CLASSROOM PORTABLE





SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1j

Meeting Date: April 21, 2022

Subject: Approve Second Amendment Extending Term of Project Labor Agreement

- 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 amendment extending term of Project Labor Agreement.

Background/Rationale: On or about November 16, 2017 the Board approved and entered into a Project Labor Agreement (“PLA”) with the Sacramento-Sierra Building & Construction Trades Council and the local unions, together with contractors and/or subcontractors who signed the “Agreement to be Bound.” The Board approved an initial Amendment Extending the Term of the PLA on November 18, 2021 as the parties worked collaboratively to update the PLA for the Boards approval. The initial extension is set to expire on May 16, 2022. However, both parties desire an additional six (6) weeks to finalize the forthcoming PLA revisions.

Financial Considerations: N/A

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Amendment Extending Term of PLA

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business and Operations Officer Nathaniel Browning, Director of Facilities Approved by: Jorge A. Aguilar, Superintendent</p>
--

**Amendment Extending Term of Project Labor Agreement
for the Sacramento City Unified School District**

This Amendment ("Amendment") to the Project Labor Agreement for the Sacramento City Unified School District ("PLA") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors who previously became signatory to the PLA and this Amendment by signing the "Agreement To Be Bound" (PLA Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Amendment (collectively, the "Parties").

WHEREAS, the Parties entered into the PLA on or about November 16, 2017; and

WHEREAS, Section 17.1 of the PLA provides the term of the PLA shall be for a period of four (4) years from the date approved by the District's Board of Education on November 16, 2017; and

WHEREAS, on November 18, 2021, the Parties extended the term of the PLA through May 16, 2022; and

WHEREAS, the Parties desire to extend the PLA for an additional term for a period of six (6) weeks through and including June 30, 2022.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the PLA shall be extended to June 30, 2022 as the Parties work to finalize the forthcoming PLA.
2. This Amendment shall not alter or affect in any way any other portion of the PLA. All other terms of the PLA remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment on the dates set forth below.

Sacramento City Unified School District

Christina Pritchett
Board President

Date: _____

Sacramento-Sierra Building and Construction Trades Council

Kevin Ferreira
Executive Director

Date: _____

Todd Schiavo
President

Date: _____

Karl Pineo
Vice President

Date: _____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1j

Meeting Date: April 21, 2022

Subject: Approve Perkins V - Comprehensive Local Needs Assessment Members

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

Department:

College and Career Readiness

Recommendation:

Approve the proposed roster of Comprehensive Local Needs Assessment (CLNA) Board Members.

Background/Rationale:

The California Department of Education plan for Carl D. Perkins Career Technical Education legislation of 2018 requires Lead Education Agencies who receive Perkins funding to hold an annual Comprehensive Local Needs Assessment. One of the requirements is that the school board approve a roster of stakeholders to site on the board. These stakeholders were chosen intentionally to fill the required roles of the CLNA and have existing relationships and investments with SCUSD Career Technical Education programs. The CLNA will review district CTE student data and approve the goals required for the Perkins grant application due on May 1, 2022.

Financial Considerations:

The compliance measure for Perkins funding is typically estimated at \$450,000 annually. Perkins funding is also applied towards a required match for other grants such as the Career Technical Education Incentive Grant (CTEIG) and the K12 Strong Workforce Program (SWP).

LCAP Goal(s): Goal 1 – College, Career, and Life Readiness

Documents Attached:

N/A

Estimated Time of Presentation: N/A

Submitted by: Christina Espinosa, Director III, College and Career Readiness

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: April 21, 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 February 15, 2022 through March 14, 2022 and Enrollment and Attendance Report Month 6, Ending Friday, February 25, 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 February 15, 2022 through March 14, 2022
2. Enrollment and Attendance Report Month 6, Ending Friday, February 25, 2022

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

Includes Purchase Orders dated 02/15/2022 - 03/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00759	LUX BUS AMERICA CO	ATHLETIC TRANSPORTATION - LUX BUS AMERICA	WEST CAMPUS	01	5,000.00
B22-00760	Deanna Gee	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	2,150.00
B22-00761	GREEN ACRES NURSERY & SUPPLY	Garden Supplies	HEALTH PROFESSIONS HIGH SCHOOL	01	471.50
B22-00762	YOLO FLIERS CLUB	Golf Fees H.S. at Yolo Fliers Golf Course	EQUITY, ACCESS & EXCELLENCE	01	1,000.00
B22-00763	River Oaks Golf Club	Golf Fees H.S. at River Oaks Golf Course	EQUITY, ACCESS & EXCELLENCE	01	1,000.00
B22-00764	CORDOVA RECREATION& PARK DIST	GOLF FEES (BOYS & GIRLS)	EQUITY, ACCESS & EXCELLENCE	01	3,600.00
B22-00765	CINTAS CORP	MANUFACTURING_RED SHOP TOWEL SERVICES	CHARLES A. JONES CAREER & ED	11	500.00
B22-00766	MORTON GOLF, LLC dba HAGGIN OA KS, BING MALONEY	Golf Fees for Middle School Leagues	EQUITY, ACCESS & EXCELLENCE	01	3,000.00
B22-00767	Sabrina Romero & Oscar Romero	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00768	MORTON GOLF, LLC dba HAGGIN OA KS, BING MALONEY	GOLF FEES (BOYS & GIRLS)	EQUITY, ACCESS & EXCELLENCE	01	6,000.00
B22-00769	JEFFERY KINCAID & MEGGAN KINCA ID	SETTLEMENT EDUCATIONAL FUND OAH 2021080842	SPECIAL EDUCATION DEPARTMENT	01	34,000.00
B22-00770	GBC GENERAL BINDING CORP	BLANKET ORDER FOR LAMINATOR FILM	MARTIN L. KING JR ELEMENTARY	01	1,500.00
B22-00771	HUGHES HARDWOOD OF RANCHO CORD OVA	SUPPLIES FOR MANUFACTURING & DESIGN PRGM @JFK	CAREER & TECHNICAL PREPARATION	01	1,000.00
B22-00772	Henry / Fumiko Calanchini	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B22-00773	KRISTIN or PETER VANDERSLUIS	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B22-00774	INA and BRITT BAYSINGER	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00775	YESENIA BARROSO ANDERSON	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00776	BRIAN AYTCH & SUSAN KNUTSEN	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00777	THE HOME DEPOT PRO	SUPPLIES-MANUFACTURING AND DESIGN @RHS-ANTRIM	CAREER & TECHNICAL PREPARATION	01	5,000.00
B22-00778	EAN SERVICES LLC	ENTERPRISE CAR RENTAL- BLANKET ORDER	HIRAM W. JOHNSON HIGH SCHOOL	01	5,000.00
B22-00779	RAY MORGAN CO	RECORD CONVERSION	SPECIAL EDUCATION DEPARTMENT	01	59,614.38
B22-00780	PURE NATURE FOODS LLC	LOCAL CROUTONS SY 21-22	NUTRITION SERVICES DEPARTMENT	13	4,400.00
B22-00781	WOOLERY ENTERPRISES dba WILLS FRESH FOODS	COLD SALADS FOR SY 21-22	NUTRITION SERVICES DEPARTMENT	13	2,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00782	TAUZER APIARIES INC dba SOLA B EE FARMS	FRESH LOCAL HONEY FOR CK SY21-22	NUTRITION SERVICES DEPARTMENT	13	1,500.00
B22-00783	PLASTIC CONNECTIONS, INC	PACKAGING/FILM FOR CENTRAL KITCHEN SY 21-22	NUTRITION SERVICES DEPARTMENT	13	4,000.00
B22-00784	EASTSIDE ENTREES INC ES FOODS INC	SHELF STABLE MEALS SY 2021-22	NUTRITION SERVICES DEPARTMENT	13	84,000.00
B22-00785	TREE TOP INC	APPLE SNACKS SY 2021-22	NUTRITION SERVICES DEPARTMENT	13	75,000.00
B22-00786	MIREYA RAMOS	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B22-00787	MELISSA & KENNETH ANTHONY	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B22-00788	PACIFIC OFFICE AUTOMATION	RISOGRAPH SUPPLIES 2021/22 SY	DAVID LUBIN ELEMENTARY SCHOOL	01	500.00
B22-00789	SNIDER MOTORS INC dba ELK GROV E TOYOTA SCION	TOYOTA PRIUS SERVICE & REPAIR	NUTRITION SERVICES DEPARTMENT	13	3,000.00
B22-00790	ALLEN PEARSON & VI DAM-PEARSON	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
CHB22-00369	OFFICE DEPOT	INSTRUCTIONAL MATERIALS & SUPPLIES	HUBERT H BANCROFT ELEMENTARY	01	1,500.00
CHB22-00370	OFFICE DEPOT	CIRCLE KEEPER - CURR & INSTRUCTIONAL SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	1,500.00
CHB22-00371	OFFICE DEPOT	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	299.80
CHB22-00372	OFFICE DEPOT	OFFICE DEPOT 21-22 LCFF MATH	AMERICAN LEGION HIGH SCHOOL	01	1,000.00
CHB22-00373	OFFICE DEPOT	OFFICE DEPOT BLANKET ORDERS	LEATAATA FLOYD ELEMENTARY	01	1,000.00
CHB22-00374	OFFICE DEPOT	OFFICE DEPOT BLANKET	LEATAATA FLOYD ELEMENTARY	01	3,000.00
CHB22-00375	OFFICE DEPOT	OFFICE DEPOT BLANKET	LEATAATA FLOYD ELEMENTARY	01	779.90
CS22-00277	HMC ARCHITECTS	0525-442 JOHN F KENNEDY ROOF REPLACE-ARCH SERV	FACILITIES SUPPORT SERVICES	21	423,000.00
CS22-00290	RAINFORTH GRAU ARCHITECTS	454 SHADE STRUCTURES - ARCHITECT	FACILITIES SUPPORT SERVICES	01	182,000.00
CS22-00298	LIONAKIS	0530-442 LBURBANK POOL REPLACE-ARCH SERVICES	FACILITIES SUPPORT SERVICES	21	368,500.00
CS22-00299	LIONAKIS	0450-453 KIT CARSON HVAC REPLACE-ARCH SERV	FACILITIES SUPPORT SERVICES	01	289,000.00
CS22-00300	LIONAKIS	0490-453 SUTTER GYM HVAC REPLACE-ARCH SERVICES	FACILITIES SUPPORT SERVICES	01	144,000.00
CS22-00301	TEACHING STRATEGIES INC	TEACHING STRATEGIES	EARLY LEARNING & CARE PROGRAMS	12	3,190.00
CS22-00302	DWIGHT TAYLOR SR	PARENT/STUDENT MLA SUPPORT	ALBERT EINSTEIN MIDDLE SCHOOL	01	4,500.00
CS22-00303	DEPARTMENT OF SOUND	2021-22 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	46,660.00
CS22-00304	KITCHELL CEM INC	0810-428 NUT SERV PHASE 2-CM SERVICES	FACILITIES SUPPORT SERVICES	21	169,060.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS22-00305	EXPANDED LEARNING ACADEMY	Storm Contract	PARKWAY ELEMENTARY SCHOOL	01	34,125.00
CS22-00306	WARREN CONSULTING ENGINEERS	454 SHADE STRUCTURE -TAHOE	FACILITIES SUPPORT SERVICES	01	2,700.00
CS22-00307	B & B LOCATING INC	0272-409 PKWY PLYGRND-UG UTILITY SERV	FACILITIES SUPPORT SERVICES	21	2,850.00
CS22-00308	B & B LOCATING INC	0032-416 CGREENWOOD PLYGRND-UG UTILITY	FACILITIES SUPPORT SERVICES	21	4,275.00
CS22-00309	DOCUMENT TRACKING SERVICES	DTS TRANSLATIONS (SARC)	CONTINUOUS IMPRVMT & ACNTBLTY	01	6,100.00
CS22-00310	DOCUMENT TRACKING SERVICES	DTS TRANSLATIONS (SPSA)	CONTINUOUS IMPRVMT & ACNTBLTY	01	13,037.09
CS22-00311	WARREN CONSULTING ENGINEERS	0520-442 HJHS BASEBALL FIELD	FACILITIES SUPPORT SERVICES	21	8,100.00
CS22-00312	QUAD KNOPF INC	0272-409 PARKWAY PLYGRND-TOPO SURVEY	FACILITIES SUPPORT SERVICES	21	8,200.00
CS22-00313	QUAD KNOPF INC	0032-416 CALEB GREENWOOD PLYGRND-TOPO SERV	FACILITIES SUPPORT SERVICES	21	8,900.00
CS22-00314	WARREN CONSULTING ENGINEERS	454 SHADE STRUCTURE - SEQUOIA	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00315	WARREN CONSULTING ENGINEERS	454 SHADE STRUCTURE NEW JOSEPH BONNHEIM	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00316	WARREN CONSULTING ENGINEERS	454 SHADE STRUCTURE ALICE BIRNEY	FACILITIES SUPPORT SERVICES	01	2,700.00
CS22-00317	BRAIN LEARNING PSYCHOLOGICAL	IEE ASSESMENTS 2021-2022	SPECIAL EDUCATION DEPARTMENT	01	12,000.00
CS22-00318	WARREN CONSULTING ENGINEERS	454 SHADES STRUCTURE JOHN BIDWELL	FACILITIES SUPPORT SERVICES	01	2,700.00
CS22-00319	WARREN CONSULTING ENGINEERS	0350-418 GDIDION PLYGRND-SURVEYING SERV	FACILITIES SUPPORT SERVICES	21	2,800.00
CS22-00320	WARREN CONSULTING ENGINEERS	0455 SHADE STRUCTURE PHASE 2 - JOHN STILL	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00321	KITCHELL CEM INC	0530-442 LBURBANK POOL REPLACE-CM SERVICES	FACILITIES SUPPORT SERVICES	21	372,600.00
CS22-00322	KITCHELL CEM INC	0525-442 JFK ROOF HVAC REPLACE-CM SERV	FACILITIES SUPPORT SERVICES	21	429,660.00
CS22-00323	NORCAL SCHOOL OF THE ARTS	NORCAL SCHOOL OF THE ARTS	H.W. HARKNESS ELEMENTARY	01	16,000.00
CS22-00324	ROBERTS FAMILY DEVELOPMENT CTR	2020-21 EXPANDED LEARNING	YOUTH DEVELOPMENT	01	44,735.05
CS22-00325	PHIL TULGA	CONTRACTING OUTDOOR PERSON FOR ASSEMBLY	ISADOR COHEN ELEMENTARY SCHOOL	01	750.00
CS22-00326	BRIDGES OF THE MIND PSYCHOLOGICAL SERVICES	INDEPENDENT EDUCATIONAL EVALUATIONS	SPECIAL EDUCATION DEPARTMENT	01	12,000.00
CS22-00327	DOCUMENT TRACKING SERVICES	DTS TRANSLATIONS (SPSA)	CONTINUOUS IMPRVMT & ACNTBLTY	01	14,114.39
CS22-00328	WARREN CONSULTING ENGINEERS	454 SHADE STRUCTURE PHASE 1 LEATAATA FLOYD	FACILITIES SUPPORT SERVICES	01	4,300.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS22-00329	WARREN CONSULTING ENGINEERS	0455 SHADE STRUCTURE PHASE 2 EARL WARREN	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00330	WARREN CONSULTING ENGINEERS	0455 SHADE STRUCTURE PHASE 2 - LEONARDO DA VINCI	FACILITIES SUPPORT SERVICES	01	4,700.00
CS22-00331	WARREN CONSULTING ENGINEERS	0455 SHADE STRUCTURE PHASE 2 HOLLYWOOD PARK	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00332	WARREN CONSULTING ENGINEERS	0455 SHADE STRUCTURE PHASE 2 - MARK TWAIN	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00333	WALLACE-KUHL & ASSOCIATES	0104-416 ECREEK IRRIGATION-GEOTECH SERV	FACILITIES SUPPORT SERVICES	21	6,200.00
CS22-00334	WALLACE-KUHL & ASSOCIATES	0272-409 PKWY PLYGRND-GEOTECH SERV	FACILITIES SUPPORT SERVICES	21	6,200.00
CS22-00335	WALLACE-KUHL & ASSOCIATES	0350-418 GDIDION PLYGRND-GEOTECH SERV	FACILITIES SUPPORT SERVICES	21	6,200.00
CS22-00336	KD ANDERSON TRANSPORTATION ENGINEERS	0520-433 HJHS STADIUM-CEQA TRAFFIC STUDY	FACILITIES SUPPORT SERVICES	21	6,500.00
CS22-00337	SAXELBY ACOUSTICS	0520-433 HJHS STADIUM-CEQA NOISE STUDY	FACILITIES SUPPORT SERVICES	21	8,719.00
CS22-00338	WARREN CONSULTING ENGINEERS	454 SHADE STRUCTURE PHASE 1 - JOHN SLOAT	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00339	WARREN CONSULTING ENGINEERS	0455 SHADE STRUCTURE PHASE 2 - CAROLINE WENZEL	FACILITIES SUPPORT SERVICES	01	4,700.00
CS22-00340	WALLACE-KUHL & ASSOCIATES	0032-416 CGREENWOOD PLYGRND-GEOTECH SERV	FACILITIES SUPPORT SERVICES	21	6,500.00
CS22-00348	KITCHELL CEM INC	0455 SHADE STRUCTURES GROUP 2	FACILITIES SUPPORT SERVICES	01	163,240.00
P22-02010	FOLLETT SCHOOL SOLUTIONS LLC	E-BOOKS	LUTHER BURBANK HIGH SCHOOL	01	199.50
P22-02011	CITY OF SACRAMENTO REVENUE DIVISION	TREAT AS CONFIRMING - SIDEWALK REPAIRS	FACILITIES MAINTENANCE	01	1,106.99
P22-02012	SIERRA WINDOW COVERINGS	WINDOW/SHADE COVERS FOR NEW LABOR SHOP	FACILITIES MAINTENANCE	01	2,035.37
P22-02013	DELTA WIRELESS INC	RADIOS FOR STAFF	ENGINEERING AND SCIENCES HS	01	1,011.78
P22-02014	ELESCO CORPORATE	REPLACEMENT BATTERIES/LIGHTING SYSTEMS - ROSEMONT	FACILITIES MAINTENANCE	01	4,101.85
P22-02015	B T MANCINI CO INC	ROSEMONT BASKETBALL BACKBOARD SAFETY STRAPS	FACILITIES MAINTENANCE	01	4,399.00
P22-02016	SACRAMENTO CITY MIDDLE SCHOOL BASKETBALL LEAGUE	BASKETBALL LEAGUE FEES INVOICE	SAM BRANNAN MIDDLE SCHOOL	01	1,200.00
P22-02017	APPLE INC	SPED ADMIN COMPUTER	SPECIAL EDUCATION DEPARTMENT	01	1,494.41

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02018	ZOHO CORPORATION	ManageEngine OpManager Enterprise, 3/6/22 - 3/5/23	TECHNOLOGY SERVICES	01	7,090.20
P22-02019	PEAK TECHNOLOGIES INC	SERVICE CONTRACT ON BOTH FOLDER/SEALERS	TECHNOLOGY SERVICES	01	4,211.64
P22-02020	TROXELL COMMUNICATIONS INC ATT N: BILL PITZNER	ADAPTER CABLE-DONGLE FOR SCHOOL USE	CAMELLIA BASIC ELEMENTARY	01	67.17
P22-02021	CDW GOVERNMENT	DOCUMENT SCANNER	DEPUTY SUPERINTENDENT	01	367.21
P22-02022	CDW GOVERNMENT	OFFICE EQUIPMENT FOR NEW EMPLOYEES	HUMAN RESOURCE SERVICES	01	3,725.73
P22-02023	CDW GOVERNMENT	CHROMEBOOKS & LAPTOPS FOR STUDENT/STAFF USE	ENGINEERING AND SCIENCES HS	01	12,645.73
P22-02024	CDW GOVERNMENT	PROJECTORS FOR CLASSROOMS/STUDENT ACCESS	ENGINEERING AND SCIENCES HS	01	3,257.06
P22-02025	AVANT ASSESSMENT LLC	Invoice #21085	MULTILINGUAL EDUCATION DEPT.	01	696.50
P22-02026	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	EQUIPMENT FOR MEDIA STUDIO-SUPP. MATERIALS	FERN BACON MIDDLE SCHOOL	01	2,094.12
P22-02027	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	MEDIA ROOM	ALBERT EINSTEIN MIDDLE SCHOOL	01	2,929.28
P22-02028	FLINN SCIENTIFIC INC	MATERIALS FOR SCIENCE DEPARTMENT	ENGINEERING AND SCIENCES HS	01	3,681.49
P22-02029	SCHOOL OUTFITTERS DBA FAT CATA LOG	HEADPHONES FOR STUDENTS	CAMELLIA BASIC ELEMENTARY	01	932.36
P22-02030	OFFICE DEPOT	PAPER FOR STUDENT CONSUMPTION AND USE	ENGINEERING AND SCIENCES HS	01	967.22
P22-02031	THE HOME DEPOT PRO	GARDENING MATERIALS FOR IU PROJECT	ENGINEERING AND SCIENCES HS	01	1,204.07
P22-02032	GUITAR CENTER STORES INC WOODWIND & BRASSWIND	MUSIC SUPPLIES	ROSEMONT HIGH SCHOOL	01	3,223.07
P22-02033	PACIFIC OFFICE AUTOMATION	RISO DUPLICATING SUPPLIES	GOLDEN EMPIRE ELEMENTARY	01	404.06
P22-02034	SNAPWIZ INC EDULASTIC	EDULASTIC RENEWAL-SUPPLEMENTAL TECH	FERN BACON MIDDLE SCHOOL	01	600.00
P22-02035	TEACHER SYNERGY LLC dba TEACHERS PAY TEACHERS	TPT SCHOOL ACCESS SUBSCRIPTION	MARTIN L. KING JR ELEMENTARY	01	2,800.00
P22-02036	KUTA SOFTWARE LLC	KUTA MATH SOFTWARE 2021-22	AMERICAN LEGION HIGH SCHOOL	01	620.00
P22-02037	EXPLORELEARNING LLC	FRAX FOUNDATIONS	NICHOLAS ELEMENTARY SCHOOL	01	331.67
P22-02038	JOSTENS INC	GRADUATION GOWNS SCUSD STAFF	DEPUTY SUPERINTENDENT	01	217.50
P22-02039	REALLY GOOD STUFF	STAFF MAILBOXES	ENGINEERING AND SCIENCES HS	01	569.23
P22-02041	ACADEMIC AFFAIRS YOUR GRADUATION SUPPLY	ACADEMIC AFFAIRS	GEO WASHINGTON CARVER	09	664.05

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02042	LUX BUS AMERICA CO	BUS FOR ROBOTICS COMPETITION	ENGINEERING AND SCIENCES HS	01	4,326.00
P22-02043	PACIFIC OFFICE AUTOMATION	RISO EQUIPMENT AND 5 YR SERVICE CONTRACT	ROSA PARKS MIDDLE SCHOOL	01	22,554.75
P22-02044	PACIFIC OFFICE AUTOMATION	FY 20/21 Riso Maintenance Agreement	PHOEBE A HEARST BASIC ELEM.	01	166.00
P22-02045	PACIFIC OFFICE AUTOMATION	RISO MAINTENANCE AGRMT INV NO 213597	CAMELLIA BASIC ELEMENTARY	01	225.00
P22-02046	REGENTS OF UC UC DAVIS	CISI MEMBERSHIP 21-22	DEPUTY SUPERINTENDENT	01	995.00
P22-02047	SACRAMENTO CITY MIDDLE SCHOOL BASKETBALL LEAGUE	BB LEAGUE INVOICE	A. M. WINN - K-8	01	600.00
P22-02048	AMAZON CAPITAL SERVICES	DUMBBELL - PE	LUTHER BURBANK HIGH SCHOOL	01	333.99
P22-02049	AMAZON CAPITAL SERVICES	TRIPOD ROLLER FOR STAFF	ENGINEERING AND SCIENCES HS	01	86.95
P22-02050	JAMY HABEGER	SOIL FOR BASBALL FIELD	ROSEMONT HIGH SCHOOL	01	1,766.64
P22-02051	AMAZON CAPITAL SERVICES	BADMINTON NETS-INSTRUCTIONAL MATERIALS FOR PE	ENGINEERING AND SCIENCES HS	01	304.44
P22-02052	OFFICE DEPOT	SUPPLEMENTAL INSTRUCTIONAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	965.44
P22-02053	KYLE HECKEY	DUST COLLECTION FOR WOODSHOP	SUTTER MIDDLE SCHOOL	01	573.20
P22-02054	AMAZON CAPITAL SERVICES	MATERIALS FOR SCI DEPT FOR STUDENT INSTRUCTION	ENGINEERING AND SCIENCES HS	01	172.49
P22-02055	LUX BUS AMERICA CO	BUS FOR SOLAR REGATTA	ENGINEERING AND SCIENCES HS	01	4,954.32
P22-02056	MELISSA COOKE	REIMBURSEMENT FOR BLACK MONTH OFFICE WALL	MARTIN L. KING JR ELEMENTARY	01	26.32
P22-02057	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES FOR SPECIAL ED CLASS (ABE)	JOHN F. KENNEDY HIGH SCHOOL	01	359.70
P22-02058	AMAZON CAPITAL SERVICES	EDUCATIONAL ACTIVITIES & MATERIALS CONT 2	ETHEL I. BAKER ELEMENTARY	01	1,425.60
P22-02059	ALL WEST COACHLINES INC	ATHLETIC TRANSPORTATION FOR 2-4-2022	JOHN F. KENNEDY HIGH SCHOOL	01	983.01
P22-02060	ALL WEST COACHLINES INC	ATHLETIC TRANSPORTATION FOR BOYS SOCCER	JOHN F. KENNEDY HIGH SCHOOL	01	1,117.78
P22-02061	AMAZON CAPITAL SERVICES	PLASTIC EASELS FOR JFK DISPLAY CASE - FRONT OFFICE	JOHN F. KENNEDY HIGH SCHOOL	01	56.52
P22-02062	COUNTY OF SACRAMENTO ENVIRONMENTAL MANAGEMENT DEPT	HEALTH PERMIT FOR JFK SWIMMING DIVE AND RACE POOL	JOHN F. KENNEDY HIGH SCHOOL	01	1,048.32
P22-02063	CAL DEPT OF SOCIAL SERVICES	PAST DUE LICENSING FEES - DEPT OF SOC. SERVICES	EARLY LEARNING & CARE PROGRAMS	12	66,564.00
P22-02064	CDW GOVERNMENT	OFFICE EQUIPMENT FOR NEW EMPLOYEES	HUMAN RESOURCE SERVICES	01	9,308.65

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P22-02065	PACIFIC LEARNING	INTERVENTION PROGRAMS	BG CHACON ACADEMY	09	24,225.38
P22-02066	ROCHESTER 100, INC	NICKY'S FOLDER	TAHOE ELEMENTARY SCHOOL	01	315.38
P22-02067	DEMCO INC	Library & Textbook processing supplies	LIBRARY/TEXTBOOK SERVICES	01	304.57
P22-02068	CDW GOVERNMENT	Color Printer for Principal Lambert	THE MET	09	467.05
P22-02069	CDW GOVERNMENT	TRIP LIGHT SURGE PROTECTOR FOR AP OFFICE (AMY)	JOHN F. KENNEDY HIGH SCHOOL	01	53.05
P22-02070	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	PARENT AND TEACHER COMMUNICATION	TAHOE ELEMENTARY SCHOOL	01	687.41
P22-02071	OFFICE DEPOT	HP 21 AND HP LASER JET 26 A INK	SUTTERVILLE ELEMENTARY SCHOOL	01	111.44
P22-02072	AMAZON CAPITAL SERVICES	SCIENCE CLASSROOM MODEL & SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	2,073.40
P22-02073	SCUSD - US BANK CAL CARD	VACUPRESS FOR WOODSHOP - HECKEY	SUTTER MIDDLE SCHOOL	01	848.00
P22-02074	BOOKS EN MORE	CLASSROOM LITERARURE EK	WASHINGTON ELEMENTARY SCHOOL	01	312.19
P22-02075	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS FOR ENGINEERING	ENGINEERING AND SCIENCES HS	01	1,683.94
P22-02076	FRANKLIN COVEY CLIENT SALES	TREAT AS CONFIRMING	JOHN CABRILLO ELEMENTARY	01	2,552.91
P22-02077	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	TREAT AS CONFIRMING	JOHN CABRILLO ELEMENTARY	01	5,262.36
P22-02078	SMILE MAKERS	STAR STUDENTS	TAHOE ELEMENTARY SCHOOL	01	451.53
P22-02079	OFFICE DEPOT	OFFICE SUPPLIES	TAHOE ELEMENTARY SCHOOL	01	265.67
P22-02080	MCGRAW HILL COMPANIES	ST. ROBERT'S EQUIPMENT ORDER	CONSOLIDATED PROGRAMS	01	1,061.13
P22-02081	KENDALL HUNT PUBLISHERS CO	PHARMACY PROGRAM-BOOKSTORE SALES	CHARLES A. JONES CAREER & ED	11	2,023.64
P22-02082	AMAZON CAPITAL SERVICES	STUDENT_504 ACCOMMODATIONS	CHARLES A. JONES CAREER & ED	11	181.34
P22-02083	AMAZON CAPITAL SERVICES	PURCHASING PE EQUIPMENT FOR STUDENTS	ISADOR COHEN ELEMENTARY SCHOOL	01	104.38
P22-02084	AMAZON CAPITAL SERVICES	LOST AND FOUND CLOTHES RACK	OAK RIDGE ELEMENTARY SCHOOL	01	150.05
P22-02085	MORGAN-NELS INDUSTRIAL SUPPLY	CUSHMAN ON-BOARD BATTERY CHARGER (PLANT MNGR)	JOHN F. KENNEDY HIGH SCHOOL	01	734.01
P22-02087	PHOENIX TREE PUBLISHING INC	TEXTBOOKS FOR MANDARIN CLASS - REN	SUTTER MIDDLE SCHOOL	01	1,013.77
P22-02088	CC IMEX EMBI TEC	INSTRUCTIONAL MATERIALS FOR SCIENCE DEPT	ENGINEERING AND SCIENCES HS	01	3,073.91

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P22-02089	REGENTS OF THE UC UNIVERSITY OF CALIFORNIA DAVIS	MESA PARTNERSHIP WITH UC DAVIS	SUTTER MIDDLE SCHOOL	01	2,625.00
P22-02090	GRAINGER INC	HEERF_OPERATIONAL _WATER FOUNTAIN WALL MOUNT	CHARLES A. JONES CAREER & ED	11	75.34
P22-02091	GRAINGER INC	MANUFACTURING_FORKLIFT PART	CHARLES A. JONES CAREER & ED	11	84.63
P22-02092	HENDRIK and SONJA STRAVER HAK	SETTLEMENT PAYMENT OAH 2021090277	SPECIAL EDUCATION DEPARTMENT	01	3,020.63
P22-02093	CDW GOVERNMENT	TWO CHROMEBOOK CARTS 2021-22	AMERICAN LEGION HIGH SCHOOL	01	25,814.38
P22-02094	BOOKS EN MORE	INTERVENTION/SUPPORT CLASS NOVELS	WILL C. WOOD MIDDLE SCHOOL	01	10,768.21
P22-02095	SCUSD - US BANK CAL CARD	LOW INCIDENCE ASSIST TECH (O&M PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	345.94
P22-02096	DIPIETRO & ASSOCIATES INC	AED REPLACEMENT PADS	HEALTH SERVICES	01	194.83
P22-02097	EASTBAY INC	TRACK UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	2,658.00
P22-02098	GILL ATHLETICS	TRACK BLOCKS	LUTHER BURBANK HIGH SCHOOL	01	1,967.12
P22-02099	FOLLETT SCHOOL SOLUTIONS LLC	Spring 2022 LTS Library Order	LIBRARY/TEXTBOOK SERVICES	01	4,959.30
P22-02100	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	INDIVIDUAL RECORD FORMS	SPECIAL EDUCATION DEPARTMENT	01	4,851.00
P22-02101	AMERICAN PRINTING HOUSE FOR BL IND INC	LOW INCIDENCE ASSIST TECH (O&M PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	226.46
P22-02102	PACIFIC OFFICE AUTOMATION	MASTER LETTER AND BLACK INK RISO	JOHN H. STILL - K-8	01	239.25
P22-02103	NOTABLE INC	KAMI SCHOOL PLAN 2021-2022	JOHN H. STILL - K-8	01	5,700.00
P22-02104	INCLUSIVE TLC	ALL IN ONE EYEGAZE - K.W.	SPECIAL EDUCATION DEPARTMENT	01	5,432.06
P22-02105	LAWSON DRAYAGE INC	MANUFACTURING_MACHINE TRANSPORT	CHARLES A. JONES CAREER & ED	11	1,890.00
P22-02106	STERLING ADAPTIVES	LOW INCIDENCE ASSIST TECH (O&M PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	1,672.58
P22-02107	APPLE INC	LOGITECH CRAYON FOR IPAD/BELKIN CHARGE	SPECIAL EDUCATION DEPARTMENT	01	195.53
P22-02109	IMPACT LED, INC	INSTRUCTIONAL SIGN	JOHN BIDWELL ELEMENTARY	01	2,718.75
P22-02110	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	ALBERT EINSTEIN MIDDLE SCHOOL	01	734.45
P22-02111	JAMF HOLDINGS INC	JAMF SCHOOL LIFETIME LICENSE - SPED	SPECIAL EDUCATION DEPARTMENT	01	10,500.00
P22-02112	CURRICULUM ASSOCIATES LLC	BRIGANCE MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	17,191.16

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Includes Purchase Orders dated 02/15/2022 - 03/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02113	OFFICE DEPOT	FILE CABINET FOR CUM FILES	C. K. McCLATCHY HIGH SCHOOL	01	570.68
P22-02114	BATTERY SYSTEMS	BATTERY FOR CUSTODIAN FLOOR BUFFER	C. K. McCLATCHY HIGH SCHOOL	01	1,264.01
P22-02115	ALL WEST COACHLINES INC	R/T CHARTER BUS FOR 6T GRADE SLY PARK	THEODORE JUDAH ELEMENTARY	01	2,564.00
P22-02116	LAKESHORE LEARNING MATERIALS	LEARNING CENTER ACTIVITIES	OAK RIDGE ELEMENTARY SCHOOL	01	680.63
P22-02117	SCHOOL SPECIALTY	CRISTO REY FURNITURE ORDER	CONSOLIDATED PROGRAMS	01	5,682.35
P22-02118	GOPHER SPORT	HOOLA HOOPS	O. W. ERLEWINE ELEMENTARY	01	103.23
P22-02119	RHILDA SHARPE	REIMBURSMENT FOR PRINCIPAL	MARTIN L. KING JR ELEMENTARY	01	368.66
P22-02120	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	***ADDITIONAL STUDENT PLANNERS** CONFIRMING ONLY	ALBERT EINSTEIN MIDDLE SCHOOL	01	204.55
P22-02121	CAL DEPT OF SOCIAL SERVICES	CAMELLIA LICENSING FEE 2022	EARLY LEARNING & CARE PROGRAMS	12	1,925.00
P22-02122	CDW GOVERNMENT	AAC/AT ORDER - STYLUS	SPECIAL EDUCATION DEPARTMENT	01	2,785.57
P22-02123	APPLE INC	LOW INCIDENCE - AAC/AT VI IPAD ORDER	SPECIAL EDUCATION DEPARTMENT	01	35,833.82
P22-02124	CDW GOVERNMENT	STAFF TECHNOLOGY	SPECIAL EDUCATION DEPARTMENT	01	12,064.00
P22-02125	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES - CHILD DEVELOPMENT	JOHN CABRILLO ELEMENTARY	12	149.86
P22-02126	THE HOME DEPOT PRO	CHILD DEV FUNDS	JAMES W MARSHALL ELEMENTARY	12	139.61
P22-02127	THE HOME DEPOT PRO	PRESCHOOL CUSTODIAL SUPPLIES	H.W. HARKNESS ELEMENTARY	12	144.01
P22-02128	THE HOME DEPOT PRO	SUPPLIES FOR SPOM FROM CHILD DEVELOP. FUNDING	A. M. WINN - K-8	12	158.15
P22-02129	OFFICE DEPOT	AAC/AT ORDER FOR P.C.	SPECIAL EDUCATION DEPARTMENT	01	371.08
P22-02130	OFFICE DEPOT	AAC/AT NON-TECH ORDER	SPECIAL EDUCATION DEPARTMENT	01	284.84
P22-02131	OFFICE DEPOT	AAC/AT NON-TECH ORDER	SPECIAL EDUCATION DEPARTMENT	01	143.96
P22-02132	OFFICE DEPOT	FIGUEROA/SHUGARS INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	384.15
P22-02133	OFFICE DEPOT	PAPER FOR THE CJA PROGRAM	JOHN F. KENNEDY HIGH SCHOOL	01	241.81
P22-02134	CALIFORNIA CHARTER AUTHORIZING PROFESSIONALS	CCAP - CHARTER SCHOOL MEMBERSHIP	CONTINUOUS IMPRVMT & ACNTBLTY	01	500.00
P22-02135	RAINBOW RESOURCE CENTER	OT STUDENT SUPPLIES (MENA)	SPECIAL EDUCATION DEPARTMENT	01	20.87
P22-02136	REHABMART LLC	AT ORDER - (IrJe)	SPECIAL EDUCATION DEPARTMENT	01	276.46

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02137	SCHOOL HEALTH CORP	AT ORDER - IrJe	SPECIAL EDUCATION DEPARTMENT	01	1,782.00
P22-02138	PACIFIC OFFICE AUTOMATION	riso contract	PARKWAY ELEMENTARY SCHOOL	01	100.00
P22-02139	APPLE INC	O&M VI PROGRAM - IPAD	SPECIAL EDUCATION DEPARTMENT	01	6,670.72
P22-02140	AUGMENTATIVE COMMUNICATION CONSULTANTS INC	AAC/AT : Bulk Reorder	SPECIAL EDUCATION DEPARTMENT	01	1,080.75
P22-02141	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	POSTAGE METER	JOHN D SLOAT BASIC ELEMENTARY	01	791.63
P22-02142	THE HOME DEPOT PRO	CLEANING SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	642.35
P22-02143	THE HOME DEPOT PRO	SCHOOL SAFETY	HOLLYWOOD PARK ELEMENTARY	01	61.15
P22-02144	GOPHER SPORT	PE VOLLEYBALL PURCHASE	AMERICAN LEGION HIGH SCHOOL	01	486.15
P22-02145	SCUSD - US BANK CAL CARD	OT MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	190.31
P22-02146	AMAZON CAPITAL SERVICES	IPAD CABLES AND CHARGERS	SPECIAL EDUCATION DEPARTMENT	01	277.99
P22-02147	AMAZON CAPITAL SERVICES	HEADSETS FOR OFFICE STAFF	SUTTER MIDDLE SCHOOL	01	863.91
P22-02148	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	ATHLETIC TRANSPORTATION	ROSEMONT HIGH SCHOOL	01	2,960.00
P22-02149	SCUSD - US BANK CAL CARD	LOW INCIDENCE ASSIST TECH (O&M PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	3,908.48
P22-02150	SCUSD - US BANK CAL CARD	LOW INCIDENCE ASSIST TECH (O&M PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	3,262.50
P22-02151	APPLE INC	AAC/AT (N.G.M. @ CAL MIDDLE)	SPECIAL EDUCATION DEPARTMENT	01	698.87
P22-02152	APPLE INC	AAC/AT (M.S. @ GWC)	SPECIAL EDUCATION DEPARTMENT	01	2,406.65
P22-02153	APPLE INC	AAC/AT (M.S. @ CAL MIDDLE)	SPECIAL EDUCATION DEPARTMENT	01	679.29
P22-02154	APPLE INC	AAC/AT (K.M. @ SES)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02155	APPLE INC	AAC/AT (B.G. @ ALICE BIRNEY)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02156	APPLE INC	AAC/AT (C.A. @ CKM)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02157	APPLE INC	AAC/AT (E.E. @ JFK)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02158	APPLE INC	AAC/AT (E.S. @ JFK)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02159	APPLE INC	AAC/AT (F.Y. @ ROSEMONT)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02160	APPLE INC	AAC/AT (J.J. @ GOLDEN EMPIRE)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02161	APPLE INC	AAC/AT (J.M. @ ALICE BIRNEY)	SPECIAL EDUCATION DEPARTMENT	01	2,298.00
P22-02162	APPLE INC	AAC/AT (J.T. @ JFK)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02163	APPLE INC	AAC/AT (I.J. @ Hiram)	SPECIAL EDUCATION DEPARTMENT	01	2,728.05
P22-02164	APPLE INC	AAC/AT (J.M. @ SES)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02165	APPLE INC	AAC/AT (M.J. @ MARK TWAIN)	SPECIAL EDUCATION DEPARTMENT	01	2,298.00
P22-02166	APPLE INC	AAC/AT (M.S. @ GOLDEN EMPIRE)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02167	APPLE INC	AAC/AT (M.L. @ EDWARD KEMBLE)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02168	APPLE INC	AAC/AT (P.R. @ LDV)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02169	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	260.88
P22-02170	APPLE INC	AAC/AT (P.F. @ JFK)	SPECIAL EDUCATION DEPARTMENT	01	2,891.70
P22-02171	APPLE INC	AAC/AT (S.C. @)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02172	APPLE INC	AAC/AT (T.H. @ JFK)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02173	APPLE INC	AAC/AT (T.T. @ CKM)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02174	APPLE INC	AAC/AT (T.F. @ PONY EXPRESS)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02175	ASSOC. STUDENTS, INC. CSU-SACRAMENTO	TREAT-AS-CONFIRMING - ROPES COURSE LPPA STUDENTS	C. K. McCLATCHY HIGH SCHOOL	01	1,960.00
P22-02176	ASSOC. STUDENTS, INC. CSU-SACRAMENTO	TREAT-AS-CONFIRMING - PEAK AD, LPPA 4/19 TRIP	C. K. McCLATCHY HIGH SCHOOL	01	1,750.00
P22-02177	HENDRIK and SONJA STRAVER HAK	SETTLEMENT PAYMENT OAH 2021090277	SPECIAL EDUCATION DEPARTMENT	01	23,472.94
P22-02178	CAITLIN JONES-BASLER	REIMBURSEMENT FOR CLASSROOM SUPPLIES (ART-JONES)	JOHN F. KENNEDY HIGH SCHOOL	01	630.85
P22-02179	VILFER & ASSOCIATES INC DIGITAL EVIDENCE VENTURES	FORENSIC REVIEW ON 2 LAPTOPS	HUMAN RESOURCE SERVICES	01	3,000.00
P22-02180	MOLLY WATSON EDUCATION ATTORNEY	SPED LEGAL FEES	ADMIN-LEGAL COUNSEL	01	12,789.00
P22-02181	OFFICE DEPOT	AAC/AT ORDER	SPECIAL EDUCATION DEPARTMENT	01	8,235.25
P22-02182	OFFICE DEPOT	AAC/AT NON-TECH	SPECIAL EDUCATION DEPARTMENT	01	4,518.40
P22-02183	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	956.58

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02184	OFFICE DEPOT	FOUR DRAWER FILING CABINET FOR THE TUTORING CENTER	JOHN F. KENNEDY HIGH SCHOOL	01	204.20
P22-02185	OFFICE DEPOT	CONTAINERS FOR PHOTOGRAPHY CLASS - MJB	JOHN F. KENNEDY HIGH SCHOOL	01	161.02
P22-02186	BLICK ART MATERIALS LLC	ART SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	98.44
P22-02187	EXPLORELEARNING	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	12,555.67
P22-02188	DATA MANAGEMENT INC	STUDENT TARDY SLIPS FOR OFFICE	MARK TWAIN ELEMENTARY SCHOOL	01	281.20
P22-02189	BULK BOOKSTORE	BOOKS FOR STUDENTS	JOHN CABRILLO ELEMENTARY	01	420.51
P22-02190	BULK BOOKSTORE	BOOKS FOR STUDENTS	JOHN CABRILLO ELEMENTARY	01	188.00
P22-02191	NORTHSTATE ASSISTIVE TECH	AAC/AT ORDER	SPECIAL EDUCATION DEPARTMENT	01	21,150.63
P22-02192	KAPLAN EARLY LEARNING CO	DHH CARES FUNDING (MILLER)	SPECIAL EDUCATION DEPARTMENT	01	9,012.93
P22-02193	PREMIER FOOD SAFETY	FOOD SAFETY- CERT. FEE (2021-22)- CARISSA JONES	CAREER & TECHNICAL PREPARATION	01	834.75
P22-02194	PACIFIC OFFICE AUTOMATION	RISO MASTER ROLLS	BOWLING GREEN ELEMENTARY	09	440.68
P22-02195	PACIFIC OFFICE AUTOMATION	RISO SUPPLIES	EARL WARREN ELEMENTARY SCHOOL	01	191.40
P22-02196	SCHOOL OUTFITTERS DBA FAT CATA LOG	HEADPHONES	WOODBINE ELEMENTARY SCHOOL	01	3,075.45
P22-02197	PSAT NMSQT	PSAT/NMSQT Invoice	NEW TECH	09	216.00
P22-02198	PSAT NMSQT	PTSA/NMSQT	JOHN F. KENNEDY HIGH SCHOOL	01	504.00
P22-02199	AMAZON CAPITAL SERVICES	DRY ERASE LAPBOARDS	HIRAM W. JOHNSON HIGH SCHOOL	01	147.72
P22-02200	AMAZON CAPITAL SERVICES	SEL SUPPORT MATERIALS	OAK RIDGE ELEMENTARY SCHOOL	01	357.01
P22-02201	APPLE INC	AAC/AT IPAD ORDER FOR P.C.	SPECIAL EDUCATION DEPARTMENT	01	2,093.44
P22-02202	CDW GOVERNMENT	AAC/AT IPAD ORDER FOR P.C.	SPECIAL EDUCATION DEPARTMENT	01	99.48
P22-02203	APPLE INC	AAC/AT (X.W. @ SIERRA UPPER)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02204	APPLE INC	AAC/AT (Y.K. @ JFK)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02205	APPLE INC	AAC/AT (Z.L. @ CAMELIA BASIC)	SPECIAL EDUCATION DEPARTMENT	01	2,298.01
P22-02206	APPLE INC	AAC/AT (NiRo @ SEQUOIA)	SPECIAL EDUCATION DEPARTMENT	01	472.93
P22-02207	APPLE INC	AAC/AT (J.T. @ WOODBINE)	SPECIAL EDUCATION DEPARTMENT	01	472.93
P22-02208	APPLE INC	AAC/AT (NeRo @ SOL)	SPECIAL EDUCATION DEPARTMENT	01	472.93

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02209	APPLE INC	AAC/AT (Z.B. @ SES)	SPECIAL EDUCATION DEPARTMENT	01	472.93
P22-02210	APPLE INC	AAC/AT (N.S. @ CAL MIDDLE)	SPECIAL EDUCATION DEPARTMENT	01	472.93
P22-02211	APPLE INC	AAC/AT (L.T.S. @ ALICE BIRNEY)	SPECIAL EDUCATION DEPARTMENT	01	1,508.63
P22-02212	APPLE INC	AAC/AT (S.B. @ SES)	SPECIAL EDUCATION DEPARTMENT	01	1,932.65
P22-02213	APPLE INC	AAC/AT (D.R. @ PONY EXPRESS)	SPECIAL EDUCATION DEPARTMENT	01	1,508.63
P22-02214	CDW GOVERNMENT	AAC/AT ORDER	SPECIAL EDUCATION DEPARTMENT	01	378.55
P22-02215	JAMF HOLDINGS INC	JAMF SCHOOL LIFETIME LICENSE - SPED	SPECIAL EDUCATION DEPARTMENT	01	1,750.00
P22-02216	CDW GOVERNMENT	AAC/AT ORDER	SPECIAL EDUCATION DEPARTMENT	01	4,761.45
P22-02217	APPLE INC	AAC/AT JaTu@Grnwd	SPECIAL EDUCATION DEPARTMENT	01	388.16
P22-02218	APPLE INC	AAC/AT MULTI	SPECIAL EDUCATION DEPARTMENT	01	7,717.24
P22-02219	CDW GOVERNMENT	DOCUMENT CAMERAS FOR TEACHERS	O. W. ERLEWINE ELEMENTARY	01	3,083.02
P22-02220	AMAZON CAPITAL SERVICES	headphones/kindergarten	MARK TWAIN ELEMENTARY SCHOOL	01	260.64
P22-02221	AMAZON CAPITAL SERVICES	DHH CARES FUND	SPECIAL EDUCATION DEPARTMENT	01	998.37
P22-02222	AMAZON CAPITAL SERVICES	OFFICE STAFF LAPTOP #KEYPAD/USBHUB/SNEEZE GUARD	CHARLES A. JONES CAREER & ED	11	290.31
P22-02223	NORTHSTATE ASSISTIVE TECH	AAC/AT ORDER	SPECIAL EDUCATION DEPARTMENT	01	5,205.81
P22-02224	NORTHSTATE ASSISTIVE TECH	AAC/AT ORDER	SPECIAL EDUCATION DEPARTMENT	01	4,715.81
P22-02225	ELIA BASSIN	SETTLEMENT PAYMENT OAH 2020120235	SPECIAL EDUCATION DEPARTMENT	01	6,990.00
P22-02226	SAENZ LANDSCAPE CONSTRUCTION	BASEBALL FIELD REPAIRS - JFK HIGH	FACILITIES MAINTENANCE	01	9,889.00
P22-02227	SOUTHERN HEMISPHERE SHADES INC	MCCLATCHY SHADE CANOPIES	FACILITIES MAINTENANCE	01	13,858.60
P22-02228	PLATT ELECTRIC SUPPLY	FLUORESCENT LAMPS FOR VARIOUS SITES	FACILITIES MAINTENANCE	01	6,463.83
P22-02229	OFFICE DEPOT	HEAD PHONES FOR ELD CLASSES (PELLA)	JOHN F. KENNEDY HIGH SCHOOL	01	714.76
P22-02230	ALL WEST COACHLINES INC	ATHLETIC TRANSPORTATION - B. SOCCER	JOHN F. KENNEDY HIGH SCHOOL	01	983.01
P22-02231	ALL WEST COACHLINES INC	ATHLETIC TRANSPORTATION - B. BASKETBALL	JOHN F. KENNEDY HIGH SCHOOL	01	983.01
P22-02232	ALL WEST COACHLINES INC	ATHLETIC TRANSPORTATION - B. SOCCER 2-2-22	JOHN F. KENNEDY HIGH SCHOOL	01	983.01

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P22-02233	LUX BUS AMERICA CO	ATHLETIC TRANSPORTATION	JOHN F. KENNEDY HIGH SCHOOL	01	669.50
P22-02234	MATTINGLY LOW VISION	LOW INCIDENCE ASSIST TECH (O&M PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	1,376.06
P22-02235	APPLE INC	AAC/AT (S.M. @ PONY EXPRESS)	SPECIAL EDUCATION DEPARTMENT	01	479.40
P22-02236	APPLE INC	AAC/AT MaTa@BG	SPECIAL EDUCATION DEPARTMENT	01	472.93
P22-02237	NASTEE ANT	Middle School Sports Uniforms (Grades 7-8)	EQUITY, ACCESS & EXCELLENCE	01	115,481.07
P22-02238	AMERICAN ARBITRATION ASSOC INC	LEGAL SERVICES TO DISTRICT	ADMIN-LEGAL COUNSEL	01	325.00
P22-02239	PAXTON PATTERSON LLC	CCR LAB FURNITURES WCW	CAREER & TECHNICAL PREPARATION	01	107,682.29
P22-02240	CALIFORNIA DEPT OF GENERAL SERVICES	0235-455 MARK TWAIN SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00
P22-02241	CALIFORNIA DEPT OF GENERAL SERVICES	0150-455 JOHN STILL SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00
P22-02242	CALIFORNIA DEPT OF GENERAL SERVICES	0095-455 EARL WARREN SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00
P22-02243	CALIFORNIA DEPT OF GENERAL SERVICES	0151-455 LEONARDO DA VINCI SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00
P22-02244	CALIFORNIA DEPT OF GENERAL SERVICES	0142-455 HOLLYWOOD PARK SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00
P22-02245	CALIFORNIA DEPT OF GENERAL SERVICES	0104-455 ELDER CREEK SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00
P22-02246	BASES LOADED	BASEBALLS	WEST CAMPUS	01	836.83
P22-02247	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	3,119.76
P22-02248	S&S WORLDWIDE INC	Playground/pe equipment	JAMES W MARSHALL ELEMENTARY	01	2,234.62
P22-02250	LAKESHORE LEARNING MATERIALS	MATH LEARNING STATIONS	OAK RIDGE ELEMENTARY SCHOOL	01	230.50
P22-02251	FOLLETT CONTENT SOLUTIONS LLC	PURCHASING BOOKS FOR LIBRARY	ISADOR COHEN ELEMENTARY SCHOOL	01	1,977.30
P22-02252	FOLLETT CONTENT SOLUTIONS LLC	FOLLETT BOOKS	NICHOLAS ELEMENTARY SCHOOL	01	6,298.40
P22-02253	AMAZON CAPITAL SERVICES	ELA LEARNING STATION SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	144.50
P22-02254	CANAAN SOUND & LIGHT	Sound and A/V System for Community Events FY 21-22	COMMUNICATIONS OFFICE	01	1,600.00
P22-02255	CALIFORNIA DEPT OF GENERAL SERVICES	0420-455 ROSA PARKS SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02256	CALIFORNIA DEPT OF GENERAL SERVICES	0037-455 CAROLINE WENZEL SHADE STRUCTURE PHASE 2	FACILITIES SUPPORT SERVICES	01	6,260.00
P22-02257	SIERRA NATIONAL ASPHALT	ASPHALT REPAIRS @ CK MCCLATCHY	FACILITIES MAINTENANCE	01	3,400.00
P22-02258	CDW GOVERNMENT	HEADPHONES FOR PROJECT READ 180	FERN BACON MIDDLE SCHOOL	01	2,234.27
P22-02259	GREAT LAKES SPORTS	PETERSON'S PE EQUIPMENT	ETHEL I. BAKER ELEMENTARY	01	249.99
P22-02260	LAKESHORE LEARNING MATERIALS	KINDERGARTEN MATERIAL AND EQUIPMENT	ETHEL I. BAKER ELEMENTARY	01	908.84
P22-02261	AMAZON CAPITAL SERVICES	SHELVES FOR OFFICE	ENGINEERING AND SCIENCES HS	01	79.91
P22-02262	AMAZON CAPITAL SERVICES	STUDENTS CLASSROOM MATERIALS	WASHINGTON ELEMENTARY SCHOOL	01	215.45
P22-02263	CDW GOVERNMENT	Technology Order for FYS Staff	FOSTER YOUTH SERVICES PROGRAM	01	9,443.98
P22-02264	APPLE INC	AAC/AT LuMo@CKM	SPECIAL EDUCATION DEPARTMENT	01	171.83
P22-02266	BLICK ART MATERIALS LLC	ART CLASS SUPPLIES	WILL C. WOOD MIDDLE SCHOOL	01	372.18
P22-02267	EDUCATIONAL INNOVATIONS	PHYSICS INSTRUCTIONAL MATERIALS	C. K. McCLATCHY HIGH SCHOOL	01	55.57
P22-02269	CAPPO MANAGEMENT XXXIV INC FRE EWAY TOYOTA	DMV DOC FEE ONLY - NS PRIUS PURCHASE	NUTRITION SERVICES DEPARTMENT	13	924.38
P22-02270	SCUSD - US BANK CAL CARD	EFFIE YEAW NATURE/ AMAZING ADAPTATIONS PROGRAM	MARTIN L. KING JR ELEMENTARY	01	618.20
P22-02271	EL DORADO TRADING GROUP INC THE BACH CO	CALCULATORS FOR MATH CLASS	WILL C. WOOD MIDDLE SCHOOL	01	761.47
P22-02272	THE AMPERSAND GROUP LLC dba SUPPLY NETWORK	LPPA UNIFORMS	C. K. McCLATCHY HIGH SCHOOL	01	2,926.47
P22-02273	SOUTHGATE RECREATION & PARK DISTRICT	Pool Rental for West Campus HS	EQUITY, ACCESS & EXCELLENCE	01	1,700.00
P22-02274	CALIFORNIA DEPT OF GENERAL SERVICES	0520-433 HIRAM JOHNSON STADIUM	FACILITIES SUPPORT SERVICES	21	46,140.00
P22-02275	OFFICE DEPOT	Teacher Supplies - Patricia Benoit	EARLY LEARNING & CARE PROGRAMS	12	250.10
P22-02276	INDUSTRIAL SONLIGHT CORP dba SONLIGHT COMMUNICATIONS	WIRING PROJECT FOR MEDIA STUDIO	FERN BACON MIDDLE SCHOOL	01	2,640.00
P22-02277	FOLLETT SCHOOL SOLUTIONS LLC	Matsuyama March 2022 Library Book order	LIBRARY/TEXTBOOK SERVICES	01	183.98
P22-02278	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS CURRICULUM	LEONARDO da VINCI ELEMENTARY	01	23,198.31
P22-02279	NEWCASTLE SYSTEMS INC	STAND ALONE POWER PACKS FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	8,837.78

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Includes Purchase Orders dated 02/15/2022 - 03/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02280	READ NATURALLY INC	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	11,400.00
P22-02281	CURRICULUM ASSOCIATES LLC	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	29,600.00
P22-02282	OFFICE DEPOT	Classroom materials from Blackbaud Giving Fund	NEW JOSEPH BONNHEIM	09	1,342.88
P22-02283	OFFICE DEPOT	Ink Cartridges - Phyllis Mosely	EARLY LEARNING & CARE PROGRAMS	12	506.18
P22-02284	TIM HANNIG	AMAZING PEOPLE	LEATAATA FLOYD ELEMENTARY	01	1,250.00
P22-02285	TEKVISIONS INC	N.S. CAFETERIA POINT OF SALE HARDWARE UPGRADE	NUTRITION SERVICES DEPARTMENT	13	8,094.25
P22-02286	IXL LEARNING INC	ONLINE LEARNING PROGRAM - IXL	OAK RIDGE ELEMENTARY SCHOOL	01	719.00
P22-02287	TEACHER SYNERGY LLC dba TEACHERS PAY TEACHERS	TPT SCHOOL ACCESS SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	3,400.00
P22-02288	BSN SPORTS LLC	TRACK AND FIELD EQUIPMENT	JOHN F. KENNEDY HIGH SCHOOL	01	1,053.61
P22-02289	FOLLETT SCHOOL SOLUTIONS LLC	LIBRARY BOOKS	LUTHER BURBANK HIGH SCHOOL	01	123.00
P22-02290	DISCOUNT SCHOOL SUPPLY	Teacher Supplies - Theresa Perez	EARLY LEARNING & CARE PROGRAMS	12	48.30
P22-02291	SCHOOL SPECIALTY EDUCATION DAN A MCADAMS TERRITORY MGR	STUDENT ADMIT	CESAR CHAVEZ INTERMEDIATE	01	209.14
P22-02292	OFFICE DEPOT	CONTAINERS FOR PHOTOGRAPHY CLASS/BANACKI	JOHN F. KENNEDY HIGH SCHOOL	01	103.26
P22-02293	PACIFIC OFFICE AUTOMATION	RISO MAINTENANCE	HUBERT H BANCROFT ELEMENTARY	01	525.00
P22-02294	AMADOR STAGE LINES INC	CONF COMPLETED ORDER - TRANSPORTATION BB GAME	LUTHER BURBANK HIGH SCHOOL	01	2,184.75
P22-02295	AMAZON CAPITAL SERVICES	SCIENCE LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	510.44
P22-02296	AMAZON CAPITAL SERVICES	HOSE TO WATER FRUIT TREES	OAK RIDGE ELEMENTARY SCHOOL	01	70.65
P22-02297	NORTHSTAR AV	PROJECTION BULBS	CESAR CHAVEZ INTERMEDIATE	01	530.12
P22-02298	NATIONAL CHECKING COMPANY	FOODSERVICE LABEL PRINTER/LABELS FOR CK	NUTRITION SERVICES DEPARTMENT	13	4,118.60
P22-02299	THE HOME DEPOT PRO	HOME DEPOT ORDER FOR CONSTRUCTION	AMERICAN LEGION HIGH SCHOOL	01	1,579.15
P22-02300	AMAZON CAPITAL SERVICES	CLASSROOM TECHNOLOGY	NICHOLAS ELEMENTARY SCHOOL	01	6,047.33
P22-02301	DEMCO INC	LITERACY INCENTIVES FOR LIBRARIAN	A. M. WINN - K-8	01	72.57
P22-02302	WALKERS OFFICE SUPPLY INC	NS WAREHOUSE RECEIVING COUNTER/TABLES	NUTRITION SERVICES DEPARTMENT	13	20,947.75

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02303	COASTAL PACIFIC PACKAGING	COLLAPSIBLE CONTAINERS TO TRANSPORT CK FOOD	NUTRITION SERVICES DEPARTMENT	13	7,844.62
P22-02304	CDW GOVERNMENT	USB UNIVERSAL DOCK FOR NS ADMIN	NUTRITION SERVICES DEPARTMENT	13	1,360.63
P22-02305	CALIFORNIA DEPT OF GENERAL SERVICES	0350-418 GDIDION PLYGRND-DSA STARTUP FEES	FACILITIES SUPPORT SERVICES	21	11,112.50
P22-02306	CALIFORNIA DEPT OF GENERAL SERVICES	0450-453 KIT CARSON HVAC-DSA STARTUP FEES	FACILITIES SUPPORT SERVICES	01	28,500.00
P22-02307	L & H AIRCO	CHRISTIAN BROTHERS ORDER REQUEST	CONSOLIDATED PROGRAMS	01	124,185.98
P22-02308	ABE JANITORIAL SUPPLY	POWER SWEEPER FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	5,056.88
P22-02309	EAST BAY RESTAURANT SUPPLY INC	CAMBRO SHELVING PARTS FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	7,418.67
P22-02310	CSUS PROCUREMENT & CONTRACTS S UZANNE SWARTZ CONTRACTS COOR	LEASE OF CLASS SPACE FY 20-21	SPECIAL EDUCATION DEPARTMENT	01	7,388.40
P22-02311	HENDRIK and SONJA STRAVER HAK	SETTLEMENT PAYMENT OAH 2021090277	SPECIAL EDUCATION DEPARTMENT	01	2,302.50
P22-02312	PLAY THERAPY SUPPLY LLC	Supplies for Clinician/Social Worker	EARLY LEARNING & CARE PROGRAMS	12	2,525.40
P22-02314	CALIFORNIA WEEKLY EXPLORER INC	CA WEEKLY EXPLORER CANCELATION FEE	ABRAHAM LINCOLN ELEMENTARY	01	9.99
P22-02315	CDW GOVERNMENT	LAPTOPS/PRINTERS	NICHOLAS ELEMENTARY SCHOOL	01	25,639.34
P22-02316	CDW GOVERNMENT	LAPTOPS FOR STAFF/STUDENT TO HELP WITH GRAD REQ	C. K. McCLATCHY HIGH SCHOOL	01	4,877.67
P22-02317	CDW GOVERNMENT	CDW-G COMPUTERS TEACHERS AND SERNA STAFF	EARLY LEARNING & CARE PROGRAMS	12	52,401.54
P22-02318	CDW GOVERNMENT	CDW-G COMPUTERS SERNA STAFF, DOCKING, KEYBOARD	EARLY LEARNING & CARE PROGRAMS	12	10,510.48
P22-02319	CDW GOVERNMENT	CLASSROOM PRINTERS	SEQUOIA ELEMENTARY SCHOOL	01	1,941.24
P22-02321	AMS.NET INC c o FREMONT BANK	BARRACUDA RENEWAL, 4/8/22 - 4/7/23	TECHNOLOGY SERVICES	01	1,856.16
P22-02324	INDIEFLIX GROUP INC	INDIEFLIX DOCUMENTARIES	STUDENT SUPPORT&HEALTH SRVCS	01	12,100.00
P22-02325	INDICATE TECHNOLOGIES	LOW INCIDENCE ASSIST TECH (O&M PROGRAM)	SPECIAL EDUCATION DEPARTMENT	01	10,385.63
P22-02326	A1 TRADING CO	CARE Tablecloths and Tote Bags	ENROLLMENT CENTER	01	7,101.38
P22-02327	FLINN SCIENTIFIC INC	JCBA INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	443.49
P22-02328	FUN AND FUNCTION	SUPPLIES FOR CLINICIAN/SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	1,459.77

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02329	CENTER FOR THE COLLABORATIVE CLASSROOM	LITERACY PROGRAMS	MATSUYAMA ELEMENTARY SCHOOL	01	23,592.94
P22-02330	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	BOOKS FOR SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	2,102.05
P22-02331	OFFICE DEPOT	JCBA- INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	811.26
P22-02332	OFFICE DEPOT	LASERJET TONER CARTRIDGES A131	SUTTERVILLE ELEMENTARY SCHOOL	01	802.81
P22-02333	SCHOOLKIDZ.COM LLC	SCHOOL KITS FOR KIDZ	STUDENT SUPPORT&HEALTH SRVCS	01	14,812.32
P22-02334	SMILE MAKERS ATTN: NICKI - NL	smile makers	MARK TWAIN ELEMENTARY SCHOOL	01	71.89
P22-02335	THERAPRO INC	SUPPLIES FOR CLINICIAN/SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	18,476.73
P22-02336	SCHOOL SPECIALTY	SUPPLIES FOR CLINICIAN/SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	19,808.68
P22-02337	SCHOOL NURSE SUPPLY INC	SUPPLIES FOR NURSES OFFICE	WILL C. WOOD MIDDLE SCHOOL	01	979.94
P22-02338	PLAY THERAPY SUPPLY LLC	SUPPLIES FOR SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	2,965.93
P22-02339	PACIFIC OFFICE AUTOMATION	SUPPLIES TO OPERATE RISO COPIERS	HUBERT H BANCROFT ELEMENTARY	01	271.88
P22-02340	AMAZON CAPITAL SERVICES	FIRE GUARD FOR CLOTH	HIRAM W. JOHNSON HIGH SCHOOL	01	73.10
P22-02341	AMAZON CAPITAL SERVICES	SUPPLIES FOR SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	993.94
P22-02342	AMAZON CAPITAL SERVICES	PURCHASING INCENTIVES/PRIZES FOR STUDENTS	ISADOR COHEN ELEMENTARY SCHOOL	01	150.34
P22-02343	BOOKS EN MORE	INSTRUCTIONAL MATERIALS	JOHN BIDWELL ELEMENTARY	01	88.45
P22-02344	EAN SERVICES LLC	TREAT-AS-CONFIRMING-RENTAL CARS FOR BBALL@FOLSOM	C. K. McCLATCHY HIGH SCHOOL	01	282.29
P22-02345	CDW GOVERNMENT	CDW-SURFACE PRO FOR CANCY MCARN	HUMAN RESOURCE SERVICES	01	2,013.78
P22-02346	MT LIBRARY SERVICES JUNIOR LIBRARY GUILD	TREAT AS CONFIRMING: SUPPL LIB SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	1,547.23
P22-02347	LUX BUS AMERICA CO	TRANSPORTATION - LSJ MOCK TRIAL	LUTHER BURBANK HIGH SCHOOL	01	1,653.67
P22-02348	JAEWON and JASEN JUN	SETTLEMENT PAYMENT OAH 2019080613	SPECIAL EDUCATION DEPARTMENT	01	10,169.32
P22-02349	CDW GOVERNMENT	CDW-G PROJECTOR BULBS FOR CLASSROOMS	PACIFIC ELEMENTARY SCHOOL	01	549.79
P22-02350	CDW GOVERNMENT	PRINTER FOR COMPUTERS	HUBERT H BANCROFT ELEMENTARY	01	388.25
P22-02351	CDW GOVERNMENT	STYLUS PENS FOR SURFACE PRO	NUTRITION SERVICES DEPARTMENT	13	1,479.98

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Includes Purchase Orders dated 02/15/2022 - 03/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02352	DELTA WIRELESS INC	WALKIES/RADIOS	WOODBINE ELEMENTARY SCHOOL	01	1,875.19
P22-02353	HENDRIK and SONJA STRAVER HAK	SETTLEMENT PAYMENT OAH 2021090277	SPECIAL EDUCATION DEPARTMENT	01	2,255.00
P22-02354	THE HOME DEPOT PRO	SPRAY LINE PAINT	JOHN H. STILL - K-8	01	227.72
P22-02355	OFFICE DEPOT	VACUUM	SPECIAL EDUCATION DEPARTMENT	01	193.56
P22-02356	LAKESHORE LEARNING MATERIALS	IN CLASS INTERVENTION TOOLS FOR STUDENTS	ABRAHAM LINCOLN ELEMENTARY	01	839.94
P22-02357	THINK SOCIAL PUBLISHING dba SO CIAL THINKING	SUPPLIES FOR SOCIAL WORKER	EARLY LEARNING & CARE PROGRAMS	12	5,392.89
P22-02358	ULINE	U LINE PURCHASE FOR CULINARY CLASS	AMERICAN LEGION HIGH SCHOOL	01	1,947.45
P22-02359	OFFICE DEPOT	Support Supplies for May Song	EARLY LEARNING & CARE PROGRAMS	12	156.59
P22-02360	CHEFS TOYS LLC	CULINARY - CHEFS TOYS 2021-22	AMERICAN LEGION HIGH SCHOOL	01	352.98
P22-02361	GOPHER SPORT	PE CLASSROOM SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	131.31
P22-02362	MUSICIANS FRIEND	Musical Equipment	JOHN MORSE THERAPEUTIC	01	693.28
P22-02363	AQUA CLEAN SOLUTIONS	CULINARY HOOD CLEANING - AQUA CLEAN	AMERICAN LEGION HIGH SCHOOL	01	1,444.00
P22-02364	AMAZON CAPITAL SERVICES	Soar Store	PARKWAY ELEMENTARY SCHOOL	01	183.22
P22-02365	AMAZON CAPITAL SERVICES	soar store	PARKWAY ELEMENTARY SCHOOL	01	176.06
P22-02366	OFFICE DEPOT	INK CARTRIDGES FOR ALL TEACHERS	JOHN F. KENNEDY HIGH SCHOOL	01	2,708.20
P22-02367	OFFICE DEPOT	INSTRUCTIONAL MATERIALS	SAM BRANNAN MIDDLE SCHOOL	01	3,371.79
P22-02368	OFFICE DEPOT	CHARGING CABLES (A. PECHO)	JOHN F. KENNEDY HIGH SCHOOL	01	217.39
P22-02369	CURRICULUM ASSOCIATES LLC	PURCHASE I READY	ALBERT EINSTEIN MIDDLE SCHOOL	01	23,600.00
P22-02370	EASTBAY INC	GIRLS TENNIS UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	1,417.83
P22-02371	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERS	NICHOLAS ELEMENTARY SCHOOL	01	288.77
P22-02372	DISCOUNT SCHOOL SUPPLY	Classroom supplies for Charlotte Bier	EARLY LEARNING & CARE PROGRAMS	12	225.21
P22-02373	SARGENT WELCH	SCIENCE LAB SUPPLY FOR MEASUREMENT	LUTHER BURBANK HIGH SCHOOL	01	386.97
P22-02374	Academic Health Plans, Inc	Academic Health Plans, Inc.- Insurance PreK- K12	RISK MANAGEMENT	01	5,123.20
P22-02375	GRAVOTECH INC	EMPLOYEE SPOTLIGHT KEYCHAIN MATERIAL	HUMAN RESOURCE SERVICES	01	555.84
P22-02376	DOCUSIGN INC	DOCUSIGN SUBSCRIPTION FOR CONTRACTS	PURCHASING SERVICES	01	2,760.00

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Includes Purchase Orders dated 02/15/2022 - 03/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-02377	CDW GOVERNMENT	UPGRADE IN TECHNOLOGY TO ENHANCE STUDENT LEARNING	SAM BRANNAN MIDDLE SCHOOL	01	1,141.88
P22-02378	CDW GOVERNMENT	UPGRADE IN TECHNOLOGY TO ENHANCE STUDENT LEARNING	SAM BRANNAN MIDDLE SCHOOL	01	2,495.81
P22-02379	CDW GOVERNMENT	UPGRADE IN TECHNOLOGY TO ENHANCE STUDENT LEARNING	SAM BRANNAN MIDDLE SCHOOL	01	5,027.30
P22-02380	OFFICE DEPOT	MAGNETIC UNFRAMED DRY-ERASE WHITEBOARD (PRINCIPAL)	JOHN F. KENNEDY HIGH SCHOOL	01	274.69
P22-02381	CDW GOVERNMENT	CHROMEBOOKS-6TH GRADE	NICHOLAS ELEMENTARY SCHOOL	01	45,876.82
P22-02382	GOPHER SPORT	PE & MOV'T EQUIPMENT	A. M. WINN - K-8	01	6,032.73
P22-02383	GBC GENERAL BINDING CORP	GBC MAITENANACE AGREEMENT	SUTTERVILLE ELEMENTARY SCHOOL	01	459.13
P22-02384	THE HONOR PROGRAM LLC THE HONO R CORD CO	NJROTC STOLES	LUTHER BURBANK HIGH SCHOOL	01	217.04
P22-02385	LAKESHORE LEARNING MATERIALS	COVID MTRL - CHONG VANG	EARLY LEARNING & CARE PROGRAMS	12	515.53
P22-02386	OFFICE DEPOT	HDMI Digital A/V Cable	EARLY LEARNING & CARE PROGRAMS	12	52.16
P22-02387	OFFICE DEPOT	HEADPHONES FOR CASSP TESTING	HIRAM W. JOHNSON HIGH SCHOOL	01	1,044.00
P22-02388	CALIFORNIA ACADEMY OF SCIENCES	ACADEMY OF SCIENCE ADMISSION FEES	HIRAM W. JOHNSON HIGH SCHOOL	01	438.75
P22-02389	GRAPHIC PROMOTIONS	ADJUSTABLE BIB APRONS FOR KITCHEN STAFF	NUTRITION SERVICES DEPARTMENT	13	3,055.87
P22-02390	ALL WEST COACHLINES INC	ALLWEST CHARTER BUS	NICHOLAS ELEMENTARY SCHOOL	01	4,596.68
P22-02391	PLUSHY FEELY CORP	Supplies for Clinician/Social Worker	EARLY LEARNING & CARE PROGRAMS	12	33,467.35
P22-02392	PREMIER FOOD SAFETY	FOOD SAFETY- CERT. FEE (2021-22)- CARISSA JONES-2	CAREER & TECHNICAL PREPARATION	01	270.30
P22-02654	KYA SERVICES LLC	452-1 DIST HYDRATION STATION-CONST SERV	FACILITIES SUPPORT SERVICES	01	286,943.48
Total Number of POs			459	Total	5,247,282.60

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	384	2,852,195.93
09	Charter School	6	27,356.04
11	Adult Education	7	5,045.26
12	Child Development	25	224,129.46
13	Cafeteria	18	243,039.41
21	Building Fund	19	1,895,516.50

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Total 5,247,282.60

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B22-00001	5,500.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00-
B22-00006	750.00	01-4331	General Fund/Transportation Repair Parts	4,000.00-
B22-00008	1,975.00	01-4331	General Fund/Transportation Repair Parts	3,000.00-
B22-00023	19,950.00	01-4332	General Fund/Oil	11,496.62
B22-00026	500.00	01-4330	General Fund/Transportation Supplies	1,500.00-
B22-00039	1,500.00	01-4331	General Fund/Transportation Repair Parts	2,500.00-
B22-00043	17,500.00	01-5690	General Fund/Other Contracts, Rents, Leases	7,500.00-
B22-00044	6,450.00	01-5690	General Fund/Other Contracts, Rents, Leases	1,003.36
B22-00050	500.00	01-5690	General Fund/Other Contracts, Rents, Leases	500.00-
B22-00055	12,450.00	01-4331	General Fund/Transportation Repair Parts	3,332.15
B22-00058	14,450.00	01-5690	General Fund/Other Contracts, Rents, Leases	5,503.05
B22-00109	5,300.00	01-5690	General Fund/Other Contracts, Rents, Leases	660.00
		13-5690	Cafeteria/Other Contracts, Rents, Leases	2,640.00
			Total PO B22-00109	3,300.00
B22-00165	6,866.41	01-5690	General Fund/Other Contracts, Rents, Leases	1,500.00
B22-00166	1,000.00	01-4330	General Fund/Transportation Supplies	500.00-
B22-00167	4,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	500.00-
B22-00171	250.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	750.00-
B22-00175	500.00	01-5690	General Fund/Other Contracts, Rents, Leases	1,500.00-
B22-00176	600.00	01-5690	General Fund/Other Contracts, Rents, Leases	4,000.00-
B22-00177	500.00	01-4331	General Fund/Transportation Repair Parts	1,500.00-
B22-00217	65,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	14,316.84
B22-00235	650,000.00	13-4710	Cafeteria/Food	200,000.00
B22-00281	3,800.00	01-4320	General Fund/Non-Instructional Materials/Su	2,200.00-
B22-00282	.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00-
B22-00284	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,500.00-
B22-00286	1,500.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B22-00334	5,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00-
B22-00339	25,000.00	01-4320	General Fund/Non-Instructional Materials/Su	65,000.00-
B22-00353	2,636.80	01-4320	General Fund/Non-Instructional Materials/Su	2,363.20-
B22-00378	6,383.85	01-4320	General Fund/Non-Instructional Materials/Su	585.79-
B22-00422	29,223.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	5,777.00-
B22-00426	520,000.00	01-5800	General Fund/Other Contractual Expenses	25,000.00-
B22-00429	8,500.00	13-5540	Cafeteria/Waste Removal	5,000.00
B22-00490	66,902.07	13-4710	Cafeteria/Food	25,000.00
B22-00501	400,000.00	13-4710	Cafeteria/Food	150,000.00
B22-00507	1,500.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
B22-00513	1,500.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
B22-00515	.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00-

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 02/15/2022 - 03/14/2022 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B22-00523	6,601.75	01-5690	General Fund/Other Contracts, Rents, Leases	3,601.75
B22-00534	104,720.00	13-4710	Cafeteria/Food	30,000.00
B22-00556	3,500.00	01-4310	General Fund/Instructional Materials/Suppli	1,500.00
B22-00557	4,500.00	01-4310	General Fund/Instructional Materials/Suppli	1,500.00
B22-00560	4,900.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
B22-00605	218,000.00	13-4710	Cafeteria/Food	50,000.00
B22-00606	146,000.00	13-4710	Cafeteria/Food	85,000.00
B22-00624	35,000.00	01-5800	General Fund/Other Contractual Expenses	20,000.00
B22-00630	4,770.00	01-5831	General Fund/Transportation-Parent Contract	3,131.44
B22-00647	7,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,285.40-
B22-00680	26,000.00	01-5832	General Fund/Transportation-Field Trips	6,000.00
B22-00708	15,000.00	01-4320	General Fund/Non-Instructional Materials/Su	10,000.00
B22-00717	140,000.00	01-5610	General Fund/Equipment Rental	5,000.00-
B22-00728	1,000,000.00	13-4710	Cafeteria/Food	500,000.00
B22-00748	80,000.00	13-4710	Cafeteria/Food	50,000.00
CHB22-00024	15,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB22-00038	7,300.00	11-4320	Adult Education/Non-Instructional Materials/Su	2,300.00
CHB22-00042	1,000.00	11-4310	Adult Education/Instructional Materials/Suppli	500.00-
CHB22-00050	7,700.00	12-4320	Child Development/Non-Instructional Materials/Su	3,000.00
CHB22-00096	1,800.00	01-4320	General Fund/Non-Instructional Materials/Su	300.00
CHB22-00142	25,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB22-00153	16,000.00	09-4310	Charter School/Instructional Materials/Suppli	5,000.00
CHB22-00168	6,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB22-00189	19,000.00	09-4310	Charter School/Instructional Materials/Suppli	15,000.00
CHB22-00190	30,000.00	09-4310	Charter School/Instructional Materials/Suppli	15,000.00
CHB22-00234	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB22-00252	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB22-00253	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB22-00254	2,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB22-00266	13,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB22-00295	12,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB22-00309	17,691.00	01-4310	General Fund/Instructional Materials/Suppli	6,000.00
CHB22-00310	15,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,500.00
CHB22-00322	4,915.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB22-00327	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00-
CHB22-00347	6,300.00	01-5230	General Fund/Travel/Conference	3,000.00
CS21-00238	76,434.15	11-5800	Adult Education/Other Contractual Expenses	22,880.00
CS22-00167	135,495.00	01-5800	General Fund/Other Contractual Expenses	28,000.00
CS22-00213	50,000.00	01-5100	General Fund/Subagreements for Services abo	15,000.00

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

Page 23 of 24

Includes Purchase Orders dated 02/15/2022 - 03/14/2022 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-03635	24,957.95	01-4410	General Fund/Equipment \$500 - \$4,999	2,256.93
P22-00480	3,494.14	01-4310	General Fund/Instructional Materials/Suppli	366.16-
P22-00731	154.96	01-5610	General Fund/Equipment Rental	770.60-
P22-00962	399.93	12-4310	Child Development/Instructional Materials/Suppli	315.26-
P22-01546	15,232.84	01-5800	General Fund/Other Contractual Expenses	639.63
P22-01788	75.58	01-4310	General Fund/Instructional Materials/Suppli	40.78-
P22-01846	7,897.34	01-4410	General Fund/Equipment \$500 - \$4,999	952.91
P22-01888	249.09	01-4320	General Fund/Non-Instructional Materials/Su	45.09
P22-01902	1,199.59	12-4310	Child Development/Instructional Materials/Suppli	15.48-
P22-01987	2,846.36	01-4310	General Fund/Instructional Materials/Suppli	538.31-
			Total PO Changes	<u><u>1,177,051.79</u></u>

Information is further limited to: (Minimum Amount = (999,999.99))

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	GENERAL EDUCATION			Special Education Grades K-6	TOTAL MONTH END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2021-2022 Actual Attendance	Cum Attd Days /107 2021-2022	PERCENTAGE 2021-2022
A M Winn Elementary K-8 Waldorf	47	129	119	13	308	89.06%	271.75	87.36%	
Abraham Lincoln El	77	217	227	1	522	87.80%	447.81	87.29%	
Alice Birney Waldorf-Inspired K8	70	143	165	1	379	93.71%	347.32	92.29%	
Bret Harte Elementary	24	60	79	28	191	88.06%	158.19	84.80%	
Caleb Greenwood	79	220	186	2	487	92.86%	451.95	93.38%	
Camellia Basic Elementary	70	159	174	6	409	94.12%	375.53	92.28%	
Capital City School	71	237	283	0	591	91.79%	520.85	94.68%	
Caroline Wenzel Elementary	29	87	94	30	240	87.95%	207.51	86.96%	
Cesar Chavez ES	0	0	361	7	368	89.17%	320.33	89.04%	
Crocker/Riverside Elementary	94	254	248	0	596	95.05%	559.51	94.41%	
David Lubin Elementary	75	192	191	22	480	92.57%	430.87	90.95%	
Earl Warren Elementary	41	177	180	10	408	90.18%	361.65	89.54%	
Edward Kemble Elementary	125	373	0	7	505	88.85%	436.01	86.91%	
Elder Creek Elementary	76	313	320	0	709	91.07%	641.92	90.30%	
Ethel I Baker Elementary	73	253	267	1	594	85.79%	514.24	85.09%	
Ethel Phillips Elementary	48	191	165	4	408	89.28%	354.25	86.89%	
Father Keith B Kenny K-8 School	23	99	110	18	250	86.64%	219.32	83.02%	
Genevieve Didion Elementary	53	202	196	0	451	95.13%	424.42	94.80%	
Golden Empire Elementary	55	197	240	12	504	93.59%	473.77	92.17%	
H W Harkness Elementary	50	97	128	1	276	88.84%	242.81	87.10%	
Hollywood Park Elementary	43	89	95	28	255	87.51%	223.28	86.12%	
Home/Hospital	6	17	24	13	60	100.00%	16.12	100.00%	
Hubert H. Bancroft Elementary	83	163	174	13	433	87.95%	359.98	85.94%	
Isador Cohen Elementary	27	114	120	28	289	91.34%	249.57	89.64%	
James W Marshall Elementary	47	142	132	20	341	91.41%	305.88	89.42%	
John Bidwell Elementary	39	118	86	3	246	90.30%	215.71	88.08%	
John Cabrillo Elementary	34	111	118	28	291	89.10%	254.75	87.37%	
John D Sloat Elementary	40	91	92	7	230	89.19%	203.05	87.35%	
John H. Still K-8	48	210	261	8	527	86.53%	454.99	86.86%	
John Morse Therapeutic Center	0	0	1	21	22	70.50%	15.87	80.06%	
Leataata Floyd Elementary	24	104	129	12	269	79.55%	224.07	81.70%	
Leonardo da Vinci K - 8 School	116	286	269	17	688	93.68%	639.69	92.89%	
Mark Twain Elementary	23	115	94	22	254	91.63%	225.00	89.38%	
Martin Luther King Jr Elementary	38	124	110	23	295	88.30%	255.39	86.97%	
Matsuyama Elementary	70	187	217	1	475	94.50%	438.31	92.61%	
Nicholas Elementary	67	224	238	5	534	87.80%	462.97	86.15%	
O W Erlewine Elementary	43	112	103	18	276	91.73%	243.86	89.64%	
Oak Ridge Elementary	71	191	203	3	468	89.18%	417.29	88.66%	
Pacific Elementary	112	282	290	0	684	86.24%	579.79	85.79%	
Parkway Elementary School	47	184	181	16	428	84.36%	364.22	82.11%	
Peter Burnett Elementary	48	168	180	14	410	90.18%	355.94	88.06%	
Phoebe A Hearst Elementary	96	278	265	1	640	96.60%	613.53	95.59%	
Pony Express Elementary	37	144	174	9	364	90.94%	326.90	90.38%	
Rosa Parks K-8 School	43	123	141	7	314	86.57%	268.53	86.94%	
Sequoia Elementary	58	158	170	12	398	89.47%	346.83	86.83%	
Success Academy K-8	0	0	2	0	2	76.00%	0.82	71.54%	
Susan B Anthony Elementary	49	125	131	0	305	92.75%	287.38	92.46%	
Sutterville Elementary	45	184	173	6	408	96.56%	383.05	94.24%	
Tahoe Elementary	60	98	92	32	282	91.31%	242.95	88.68%	
Theodore Judah Elementary	72	163	178	12	425	93.31%	384.99	92.19%	
Washington Elementary	64	128	119	14	325	86.56%	273.96	86.40%	
William Land Elementary	47	167	158	0	372	91.31%	328.56	89.71%	
Woodbine Elementary	42	125	93	26	286	84.36%	242.28	85.32%	
TOTAL ELEMENTARY SCHOOLS	2,819	8,325	8,546	582	20,272	90.32%	17,965.52	89.26%	
Change from prior month					-6	22			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	GENERAL EDUCATION			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2021-2022 Actual Attendance	Cum Attd Days/107	PERCENTAGE 2021-2022
							2021-2022	
A M Winn Elementary K-8 Waldorf	40	23	63	1	64	93.06%	55.34	89.02%
Albert Einstein MS	312	304	616	22	638	91.31%	593.39	91.19%
Alice Birney Waldorf-Inspired K8	57	58	115	0	115	92.67%	107.02	92.21%
California MS	374	373	747	16	763	90.51%	702.05	90.05%
Capital City School	66	104	170	0	170	75.64%	109.66	69.54%
Fern Bacon MS	326	312	638	36	674	88.69%	608.17	89.26%
Genevieve Didion Elementary	53	45	98	1	99	96.04%	94.83	95.17%
Home/Hospital	13	11	24	2	26	100.00%	7.47	100.00%
John H. Still K-8	118	97	215	18	233	90.44%	208.62	88.94%
John Morse Therapeutic Center	0	0	0	16	16	70.23%	12.60	78.97%
Kit Carson IB Academy	172	179	351	18	369	84.63%	317.69	86.79%
Leonardo da Vinci K - 8 School	59	62	121	13	134	92.87%	125.14	93.23%
Martin Luther King Jr Elementary	27	20	47	0	47	92.41%	45.01	90.29%
Rosa Parks K-8 School	198	202	400	25	425	84.35%	372.90	86.03%
Sam Brannan MS	136	148	284	38	322	86.17%	283.02	87.47%
School of Engineering and Science	95	123	218	1	219	91.40%	201.22	90.96%
Success Academy K-8	4	11	15	0	15	66.97%	4.70	72.79%
Sutter MS	519	537	1,056	28	1,084	93.66%	1018.51	93.56%
Will C Wood MS	319	308	627	51	678	90.13%	605.52	89.77%
TOTAL MIDDLE SCHOOLS	2,888	2,917	5,805	286	6,091	89.62%	5,472.85	89.67%

Change from prior month	-6	-41
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	GENERAL EDUCATION					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12					2021-2022 Actual Attendance	Cum Attd Days/107 2021-2022	PERCENTAGE 2021-2022
Arthur A. Benjamin Health Prof	0	44	57	52	41	194	16	210	86.07%	172.95	85.69%	
C K McClatchy HS	0	625	559	531	503	2,218	75	2,293	86.87%	1984.00	86.92%	
Capital City School	0	64	97	112	130	403	0	403	80.80%	336.95	82.31%	
Hiram W Johnson HS	0	418	442	356	395	1,611	166	1,777	84.90%	1507.72	84.57%	
Home/Hospital	0	13	17	18	11	59	11	70	100.00%	19.29	100.00%	
John F Kennedy HS	0	404	501	465	448	1,818	123	1,941	87.89%	1712.10	88.16%	
Kit Carson 7-12	0	83	62	31	30	206	0	206	93.93%	192.77	93.04%	
Luther Burbank HS	0	376	372	364	330	1,442	147	1,589	84.04%	1339.93	84.83%	
Rosemont HS	0	358	359	344	253	1,314	103	1,417	88.18%	1258.59	87.63%	
School of Engineering and Science	0	107	79	77	52	315	0	315	91.73%	288.33	91.13%	
West Campus HS	0	220	204	191	213	828	0	828	95.40%	793.65	95.61%	
TOTAL HIGH SCHOOLS	180	2,712	2,749	2,541	2,406	10,588	641	11,229	86.81%	9,726.54	86.97%	

Change from prior month	-14	-89
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2021-2022 Actual Attendance	Cum Attd Days/107	PERCENTAGE 2021-2022
			2021-2022	
ELEMENTARY	20,272	90.32%	17,966	89.26%
MIDDLE	6,091	89.62%	5,473	89.67%
HIGH SCHOOL	11,229	86.81%	9,727	86.97%
TOTAL ALL DISTRICT SEGMENTS	37,592	89.18%	33,165	88.64%

Total Non-Public Schools as of 3/15/22	272
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Non-Public change from prior month	-6
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, FEBRUARY 25, 2022
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2021-2022 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	251	0	5,279.00	5,279.00	0	68.08	68.08
Charles A. Jones Career & Education Center	235	0	9,746.83	9,746.83	0	187.6	187.6
TOTAL ADULT EDUCATION	486	0	15,025.83	15,025.83	0	255.68	255.68

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	GENERAL EDUCATION ENROLLMENT							TOTAL GENERAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	
A M Winn Elementary K-8 Waldorf	47	41	47	41	43	40	36	295
Abraham Lincoln El	77	67	77	73	86	72	69	521
Alice Birney Waldorf-Inspired K8	70	47	48	48	55	52	58	378
Bret Harte Elementary	24	25	11	24	19	28	32	163
Caleb Greenwood	79	71	67	82	66	66	54	485
Camellia Basic Elementary	70	49	48	62	61	54	59	403
Capital City School	71	72	91	74	101	88	94	591
Caroline Wenzel Elementary	29	32	34	21	26	44	24	210
Cesar Chavez ES	0	0	0	0	125	126	110	361
Crocker/Riverside Elementary	94	86	87	81	85	78	85	596
David Lubin Elementary	75	68	64	60	63	66	62	458
Earl Warren Elementary	41	61	55	61	49	65	66	398
Edward Kemble Elementary	125	115	136	122	0	0	0	498
Elder Creek Elementary	76	94	104	115	108	109	103	709
Ethel I Baker Elementary	73	94	92	67	85	83	99	593
Ethel Phillips Elementary	48	64	65	62	54	54	57	404
Father Keith B Kenny K-8 School	23	25	28	46	31	50	29	232
Genevieve Didion Elementary	53	72	67	63	69	65	62	451
Golden Empire Elementary	55	64	59	74	72	77	91	492
H W Harkness Elementary	50	26	33	38	47	41	40	275
Hollywood Park Elementary	43	28	27	34	37	28	30	227
Home/Hospital	6	3	7	7	2	8	14	47
Hubert H. Bancroft Elementary	83	56	57	50	46	73	55	420
Isador Cohen Elementary	27	44	28	42	42	35	43	261
James W Marshall Elementary	47	46	42	54	43	41	48	321
John Bidwell Elementary	39	47	42	29	31	26	29	243
John Cabrillo Elementary	34	32	39	40	35	45	38	263
John D Sloat Elementary	40	22	37	32	39	25	28	223
John H. Still K-8	48	55	74	81	76	93	92	519
John Morse Therapeutic Center	0	0	0	0	0	1	0	1
Leataata Floyd Elementary	24	38	39	27	42	42	45	257
Leonardo da Vinci K - 8 School	116	93	94	99	92	94	83	671
Mark Twain Elementary	23	39	35	41	34	30	30	232
Martin Luther King Jr Elementary	38	39	45	40	29	50	31	272
Matsuyama Elementary	70	56	64	67	72	64	81	474
Nicholas Elementary	67	70	71	83	70	83	85	529
O W Erlewine Elementary	43	38	32	42	33	30	40	258
Oak Ridge Elementary	71	56	69	66	57	74	72	465
Pacific Elementary	112	86	107	89	108	93	89	684
Parkway Elementary School	47	56	68	60	63	62	56	412
Peter Burnett Elementary	48	63	56	49	58	60	62	396
Phoebe A Hearst Elementary	96	93	92	93	88	89	88	639
Pony Express Elementary	37	46	45	53	65	51	58	355
Rosa Parks K-8 School	43	46	40	37	42	48	51	307
Sequoia Elementary	58	64	46	48	53	60	57	386
Success Academy K-8	0	0	0	0	1	0	1	2
Susan B Anthony Elementary	49	43	37	45	42	34	55	305
Sutterville Elementary	45	57	63	64	64	53	56	402
Tahoe Elementary	60	29	45	24	30	29	33	250
Theodore Judah Elementary	72	47	54	62	65	64	49	413
Washington Elementary	64	50	43	35	41	49	29	311
William Land Elementary	47	62	47	58	51	59	48	372
Woodbine Elementary	42	42	43	40	31	32	30	260
TOTAL	2,819	2,719	2,801	2,805	2,827	2,883	2,836	19,690

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	308	4,208	29,077	33,285	87.36%
Abraham Lincoln El	522	6,978	47,916	54,894	87.29%
Alice Birney Waldorf-Inspired K8	379	3,105	37,163	40,268	92.29%
Bret Harte Elementary	191	3,035	16,926	19,961	84.80%
Caleb Greenwood	487	3,428	48,359	51,787	93.38%
Camellia Basic Elementary	409	3,362	40,182	43,544	92.28%
Capital City School	591	3,133	55,731	58,864	94.68%
Caroline Wenzel Elementary	240	3,329	22,203	25,532	86.96%
Cesar Chavez ES	368	4,219	34,275	38,494	89.04%
Crocker/Riverside Elementary	596	3,545	59,868	63,413	94.41%
David Lubin Elementary	480	4,588	46,103	50,691	90.95%
Earl Warren Elementary	408	4,522	38,696	43,218	89.54%
Edward Kemble Elementary	505	7,029	46,653	53,682	86.91%
Elder Creek Elementary	709	7,378	68,685	76,063	90.30%
Ethel I Baker Elementary	594	9,640	55,024	64,664	85.09%
Ethel Phillips Elementary	408	5,720	37,905	43,625	86.89%
Father Keith B Kenny K-8 School	250	4,800	23,467	28,267	83.02%
Genevieve Didion Elementary	451	2,493	45,413	47,906	94.80%
Golden Empire Elementary	504	4,307	50,693	55,000	92.17%
H W Harkness Elementary	276	3,849	25,981	29,830	87.10%
Hollywood Park Elementary	255	3,850	23,891	27,741	86.12%
Home/Hospital	60	0	1,725	1,725	100.00%
Hubert H. Bancroft Elementary	433	6,303	38,518	44,821	85.94%
Isador Cohen Elementary	289	3,085	26,704	29,789	89.64%
James W Marshall Elementary	341	3,873	32,729	36,602	89.42%
John Bidwell Elementary	246	3,124	23,081	26,205	88.08%
John Cabrillo Elementary	291	3,939	27,258	31,197	87.37%
John D Sloat Elementary	230	3,146	21,726	24,872	87.35%
John H. Still K-8	527	7,362	48,684	56,046	86.86%
John Morse Therapeutic Center	22	423	1,698	2,121	80.06%
Leataata Floyd Elementary	269	5,370	23,975	29,345	81.70%
Leonardo da Vinci K - 8 School	688	5,241	68,447	73,688	92.89%
Mark Twain Elementary	254	2,861	24,075	26,936	89.38%
Martin Luther King Jr Elementary	295	4,094	27,327	31,421	86.97%
Matsuyama Elementary	475	3,744	46,899	50,643	92.61%
Nicholas Elementary	534	7,966	49,538	57,504	86.15%
O W Erlewine Elementary	276	3,015	26,093	29,108	89.64%
Oak Ridge Elementary	468	5,709	44,650	50,359	88.66%
Pacific Elementary	684	10,272	62,037	72,309	85.79%
Parkway Elementary School	428	8,491	38,972	47,463	82.11%
Peter Burnett Elementary	410	5,165	38,086	43,251	88.06%
Phoebe A Hearst Elementary	640	3,030	65,648	68,678	95.59%
Pony Express Elementary	364	3,723	34,978	38,701	90.38%
Rosa Parks K-8 School	314	4,316	28,733	33,049	86.94%
Sequoia Elementary	398	5,629	37,111	42,740	86.83%
Success Academy K-8	2	35	88	123	71.54%
Susan B Anthony Elementary	305	2,508	30,750	33,258	92.46%
Sutterville Elementary	408	2,503	40,986	43,489	94.24%
Tahoe Elementary	282	3,320	25,996	29,316	88.68%
Theodore Judah Elementary	425	3,490	41,194	44,684	92.19%
Washington Elementary	325	4,614	29,314	33,928	86.40%
William Land Elementary	372	4,033	35,156	39,189	89.71%
Woodbine Elementary	286	4,460	25,924	30,384	85.32%
TOTAL	20,272	231,362	1,922,311	2,153,673	89.26%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	64	730	5,921	6,651	89.02%
Albert Einstein MS	638	6,136	63,493	69,629	91.19%
Alice Birney Waldorf-Inspired K-8	115	968	11,451	12,419	92.21%
California MS	763	8,299	75,119	83,418	90.05%
Capital City School	170	5,139	11,734	16,873	69.54%
Fern Bacon MS	674	7,831	65,074	72,905	89.26%
Genevieve Didion K-8	99	515	10,147	10,662	95.17%
Home/Hospital	26	0	799.50	799.50	100.00%
John H. Still K-8	233	2,776	22,322	25,098	88.94%
John Morse Therapeutic Center	16	359	1,348	1,707	78.97%
Kit Carson 7-12	369	5,173	33,993	39,166	86.79%
Leonardo da Vinci K - 8 School	134	973	13,390	14,363	93.23%
Martin Luther King Jr K-8	47	518	4,816	5,334	90.29%
Rosa Parks K-8 School	425	6,478	39,900	46,378	86.03%
Sam Brannan MS	322	4,337	30,283	34,620	87.47%
School of Engineering and Science	219	2,140	21,530	23,670	90.96%
Success Academy K-8	15	188	503	691	72.79%
Sutter MS	1,084	7,503	108,981	116,484	93.56%
Will C Wood MS	678	7,384	64,791	72,175	89.77%
TOTAL	6,091	67,447	585,596	653,043	89.67%

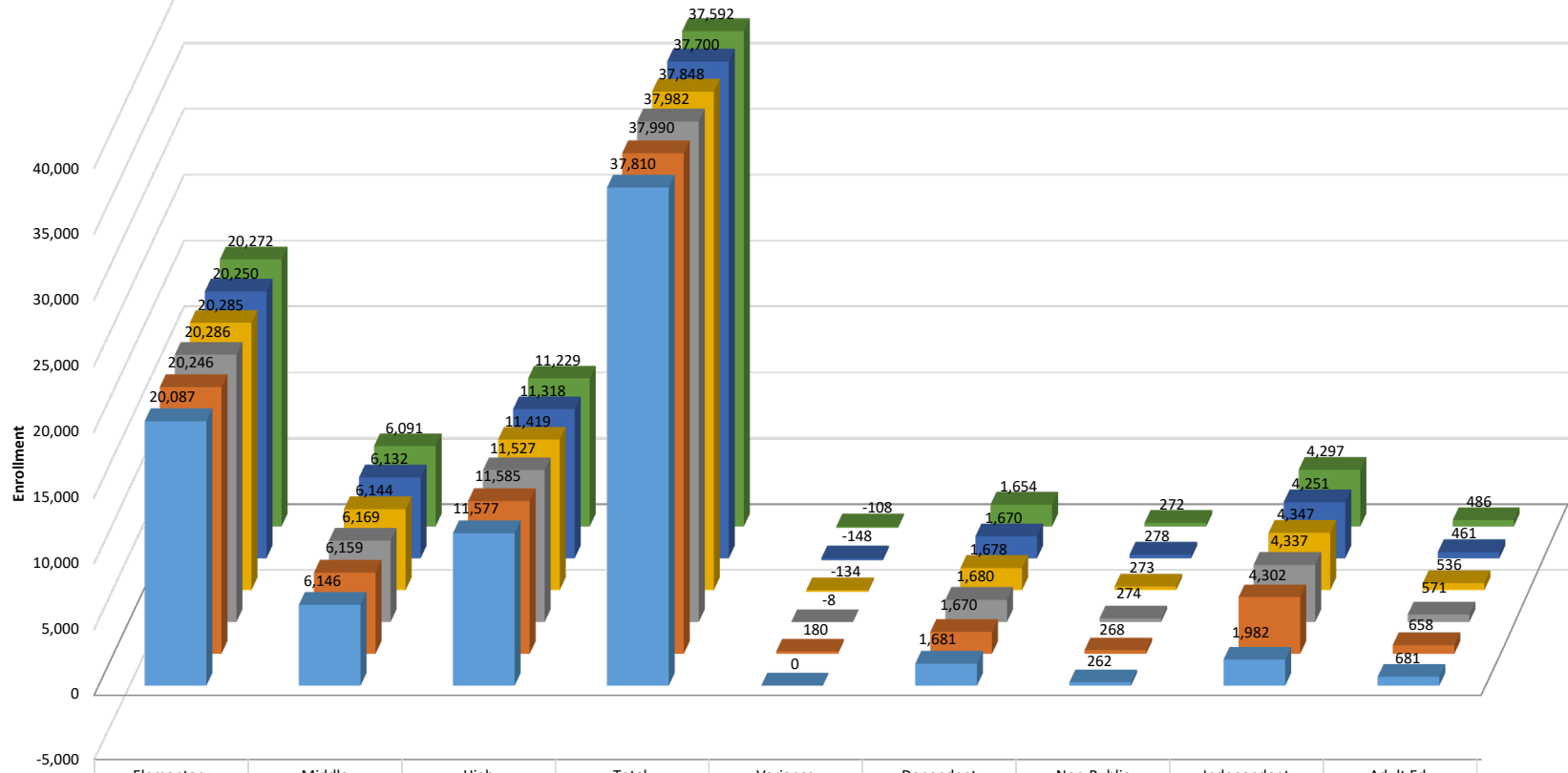
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 6, ENDING FRIDAY, FEBRUARY 25, 2022
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	180	5,956	12,867	18,823	68.36%
Arthur A. Benjamin Health Prof	210	3,091	18,506	21,597	85.69%
C K McClatchy HS	2,293	31,942	212,288	244,230	86.92%
Capital City School	403	7,749	36,054	43,803	82.31%
Hiram W Johnson HS	1,777	29,442	161,326	190,768	84.57%
Home/Hospital	70	0	2,064.50	2,064.50	100.00%
John F Kennedy HS	1,941	24,611	183,195	207,806	88.16%
Kit Carson 7-12	206	1,543	20,626	22,169	93.04%
Luther Burbank HS	1,589	25,631	143,373	169,004	84.83%
Rosemont HS	1,417	19,013	134,669	153,682	87.63%
School of Engineering and Science	315	3,003	30,851	33,854	91.13%
West Campus HS	828	3,900	84,921	88,821	95.61%
TOTAL	11,229	155,881	1,040,741	1,196,622	86.97%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	37,592	454,690	3,548,647	4,003,337	88.64%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2020-21 Actual		38,404	0	0.00%	No ADA Reporting
2021-2022 Projected		39,496	0	0.00%	
Month 01	262	37,810	34,038	91.23%	
Month 02	268	37,990	34,092	91.05%	-0.18%
Month 03	274	37,982	34,148	91.01%	-0.04%
Month 04	273	37,848	33,988	90.70%	-0.31%
Month 05	278	37,700	33,134	88.51%	-2.19%
Month 06	272	37,592	33,165	88.64%	0.13%

Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 1 9/24/2021	20,087	6,146	11,577	37,810	0	1,681	262	1,982	681
Month 2 10/22/2021	20,246	6,159	11,585	37,990	180	1,670	268	4,302	658
Month 3 11/19/2021	20,286	6,169	11,527	37,982	-8	1,680	274	4,337	571
Month 4 12/17/2021	20,285	6,144	11,419	37,848	-134	1,678	273	4,347	536
Month 5 1/28/2022	20,250	6,132	11,318	37,700	-148	1,670	278	4,251	461
Month 6 2/25/2022	20,272	6,091	11,229	37,592	-108	1,654	272	4,297	486