



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, April 22, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824
(See Notice to the Public Below)

AMENDED AGENDA

2020/21-33

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

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.

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/SCUSDcommentApril22>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline for closed and open session items shall be no later than noon, April 22. 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 limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. 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.

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) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (San Joaquin County Superior Court Case No. STK-CV-UBC-2019-0007274, OAH Case No. 2021030253 and OAH Case No. 2021010161)
- b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)

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

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 – Jeremy Webster-Hawkins, a Sophomore at the School of Engineering and Sciences

6:05 p.m. 5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

6:10 p.m. 6.0 AGENDA ADOPTION

6:15 p.m. 7.0 PUBLIC COMMENT

15 minutes

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/SCUSDcommentApril22>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline shall be no later than noon, April 22 for any agenda item. 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 limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. 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.

6:30 P.M. **8.0 SPECIAL PRESENTATION**

8.1 Approve Resolutions: **Action**

- School Library Month 10 minute presentation
- National School Bus Driver Day 15 minute public comments
- National Assistant Principals Week 15 minute discussion

(Roll Call Vote)

8.2 Independent Audit Report for the Fiscal Year Ended June 30, 2020, Submitted by Crowe LLP (Rose Ramos) **Information**

10 minute presentation
15 minute public comments
20 minute discussion

8.3 Approve Resolution No. 3196: Committing to Returning Students to In-Person Instruction by the First Day of School Year 2021-22 and Mitigating Learning Loss (Isa Sheikh) **Action**

10 minute presentation
15 minute public comments
15 minute discussion

8.4 Update on Re-Opening MOU's and Next Steps (Raoul Bozio) **Information**

20 minute presentation
15 minute public comments
20 minute discussion

8.5 Federal and State COVID Relief Funds (Rose Ramos) **Information**

25 minute presentation
15 minute public comments
20 minute discussion

8.6 Special Education Assessments and CDE Determinations Update (Raoul Bozio and Dr. Sadie Hedegard) **Information**

20 minute presentation
15 minute public comments
20 minute discussion

9.0 COMMUNICATIONS

11:25 p.m. 9.1 Employee Organization Reports: **Information**

- SCTA 15 minutes

10.0 PUBLIC HEARING

11:40 p.m. 10.1 *Public Hearing: Approve Revised Board Policy 3315, Relations with Vendors (Raoul Bozio)* **Action**
5 minute presentation
15 minute public comments
10 minute discussion

12:10 a.m. **11.0 CONSENT AGENDA**

Action
2 minutes
15 minute public comments
(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 2021 (Rose Ramos)*

11.1d *Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of March 2021 (Rose Ramos)*

11.1e *Approve Minutes of the March 18, 2021, Board of Education Meeting (Jorge A. Aguilar)*

11.1f *Approve Minutes of the March 25, 2021, Board of Education Special Meeting (Jorge A. Aguilar)*

12:27 a.m. **12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

12.1 Business and Financial Information:

- *Purchase Order for the Period of February 15, 2021, through March 14, 2021 (Rose Ramos)*

12.2 *Head Start Reports (Christine Baeta and Jacquie Bonini)*

12:30 a.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ May 6, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ May 20, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

12:35 a.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 22, 2021

Subject: Approve Resolutions:

Approve Resolution No. 3191 Recognition of School Library Month

Approve Resolution No. 3198 Recognition of the School Bus Driver's Day

Approve Resolution No. 3192: Recognition of National Assistant Principals Week

- 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 Resolution No. 3191: Recognition of School Library Month

Approve Resolution No. 3198: Recognition of the School Bus Driver's Day

Approve Resolution No. 3192: Recognition of National Assistant Principals Week

Background/Rationale:

Resolution No. 3191: Libraries and librarians are important parts of the school community. The California Department of Education (CDE) notes that April is School Library Month. Additionally, National Library Week is also celebrated. It was first sponsored in 1958 and is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April. It is a time to celebrate the contributions of libraries and librarians and to promote library use and support.

Resolution No. 3198: Bus drivers provide an important and necessary service to students, families, and schools. School Bus Driver's Day was created in 2009 by the California State Assembly. The fourth Tuesday of April each year is set aside to recognize school bus drivers. This recognition is in celebration of the efforts and contributions of school bus drivers.

Resolution No. 3192: Assistant Principals are an important part of school communities. National Assistant Principals Week is April 5–9, 2021. The National Association of

Elementary School Principals, the National Association of Secondary School Principals, and the American Federation of School Administrators note the enormous contributions of assistant principals to student success. This year perhaps holds even greater significance given the challenges faced by school communities.

Financial Considerations: N/A

LCAP Goal: Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Resolution No. 3191
2. Resolution No. 3198
3. Resolution No. 3192

<p>Time of Presentation: 10 minutes Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>

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

RESOLUTION NO. 3191

Recognition of School Library Month

WHEREAS, April has been designated as School Library Month;

WHEREAS, school libraries and librarians help students acquire unique skills not necessarily taught in the classroom and information and technology skills essential for students in the 21st century;

WHEREAS, libraries are value added to student’s academic development by the presence of a strong school library program;

WHEREAS, quality school library programs staffed by credential school librarians prepare students to have the 21st Century skills they need to succeed in college and careers. They are also critical to help close the achievement gap of students who come from economically disadvantage backgrounds; and

WHEREAS, members of the American Library Association (ALA), as librarians, educators and contributors to our communities, recognize that there is an interdependence among types of libraries within a community;

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our librarians and libraries and encourages all students and staffs to honor and recognize the valuable contributions as we celebrate School Library Month.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 22nd day of April 2021, by the following vote:

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

Christina Pritchett
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education

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

RESOLUTION NO. 3198

Recognition of School Bus Driver's Day

WHEREAS, The fourth Tuesday of April, the People of California officially recognize all school bus drivers for their continued and excellent services to the youth of the state, and these drivers are deserving of special public recognition and the highest commendations;

WHEREAS, The safety of our children as they travel to and from school in school buses rests in the hands of trained school bus drivers each school day;

WHEREAS, Personal time and energy are expended by school bus drivers in their initial training, maintaining a current license, perfecting their driving skills, and accruing added knowledge of school bus laws through continuing education classes;

WHEREAS, School bus drivers often face natural and unexpected hazards in the performance of their duties;

WHEREAS, School bus drivers exhibit patience and kindness toward pupils, parents, and school staff in the performance of their duties; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our bus drivers and encourages all students and staff to honor and recognize the valuable contributions as we celebrate the School Bus Driver Day, April 27, 2021.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 22nd day of April 2021, by the following vote:

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

Christina Pritchett
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education

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

RESOLUTION NO. 3192

Recognition of National Assistant Principals Week

WHEREAS, April 5-9, 2021 has been designated as National Assistant Principals Week;

WHEREAS, an assistant principal, as a member of the school administration, interacts with many sectors of the school community, including support staff, instructional staff, students, and parents;

WHEREAS, assistant principals are responsible for establishing a positive learning environment and building strong relationships between school and community;

WHEREAS, assistant principals play a pivotal role in the instructional leadership of their schools by supervising student instruction, mentoring teachers, recognizing the achievements of staff, encouraging collaboration among staff, ensuring the implementation of best practices, monitoring student achievement and progress, facilitating and modeling data-driven decision making to inform instruction, and guiding the direction of targeted intervention and school improvement;

WHEREAS, the day-to-day logistical operations of schools require assistant principals to monitor and address facility needs, attendance, transportation issues, and scheduling challenges, as well as to supervise extra- and co-curricular events;

WHEREAS, assistant principals are entrusted with helping to maintain an inviting, safe, and orderly school environment that supports the growth and achievement of each and every student by nurturing positive peer relationships, recognizing student achievement, mediating conflicts, analyzing behavior patterns, providing interventions, and, when necessary, taking disciplinary actions; and

WHEREAS, the week of April 5-9, 2021, is designated as National Assistant Principals Week:

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our Assistant Principals and encourages all students and staffs to honor and recognize the valuable contributions of its Assistant Principals as we celebrate April 5-9, 2021 as National Assistant Principals week.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 22nd day of April, 2021, by the following vote:

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

Christina Pritchett
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.2

Meeting Date: April 22, 2021

Subject: Independent Audit Report for the Fiscal Year Ended June 30, 2020,
Submitted by Crowe LLP

- 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 the Independent Audit Report for the Fiscal Year Ended June 30, 2020, submitted by Crowe LLP.

Background/Rationale: Education Code Section 41020 requires school districts to conduct an annual audit of all funds under the jurisdiction of the Governing Board. The Sacramento City Unified School District is currently under contract with Crowe LLP to conduct this annual audit of district records.

Crowe LLP has completed the audit for the 2019-20 fiscal year. State law requires that the Board of Education review the annual audit report. These reports are filed with the County Superintendent, State Department of Education and the State Controller's Office.

Financial Considerations: Contract for audit services - \$135,000.00

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

Documents Attached:

1. Executive Summary
2. Independent Audit Report for the Fiscal Year Ended June 30, 2020, Submitted by Crowe LLP

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

Board of Education Executive Summary

Business Services

Independent Audit Report for the Fiscal Year Ended June 30, 2020

Submitted by Crowe LLP

April 22, 2021



I. OVERVIEW/HISTORY:

Per Education Code section 41020, each year districts are required to conduct an annual audit of funds under the jurisdiction of the Governing Board by January 31. Due to the COVID-19 pandemic, the State of California extended the deadline for the 2019-20 audit report due date until March 31, 2021.

The firm of Crowe LLP audited the financial statements of the district for the year ended June 30, 2020. The audit is conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. These standards require that the audit is planned and performed to obtain reasonable assurance about whether the financial statements are free of material misstatement. The audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation and internal controls.

Findings and recommendations are reviewed by district staff with corrective action responses provided in the audit report. In addition, the prior year findings and recommendations section of the audit report reflects the status of previously identified corrective actions.

Staff and Crowe LLP will present the 2019-20 audit report at tonight's April 8th Board Meeting.

II. DRIVING GOVERNANCE:

- Education Code section 41020 outlines the requirements for the annual audit; scope of examination; licensing requirements and other limitations; contents of auditor's report; corrections; certification.
- Education Code section 41020.3 states that by January 31 of each year, the governing body of each local education agency shall review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor and any description of correction or plans to correct any exceptions or management letter issue.

Board of Education Executive Summary

Business Services

Independent Audit Report for the Fiscal Year Ended June 30, 2020

Submitted by Crowe LLP

April 22, 2021



III. BUDGET:

The cost of the annual audit for the year ending June 30, 2020 was \$135,000. This is a General Fund expenditure.

IV. GOALS, OBJECTIVES AND MEASURES:

Meet required timeline for annual audit report review by the Board.

V. MAJOR INITIATIVES:

Use findings and recommendations as a guide to ensure continuous improvement.

VI. RESULTS:

Work towards the preparation of the annual audit will continue throughout the year. The initial audit starts in the spring of each year.

VII. LESSONS LEARNED/NEXT STEPS:

- Continue working with external auditors to review processes and procedures.
- Ensure recommendations and corrective actions are implemented.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

FINANCIAL STATEMENTS

June 30, 2020

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 FINANCIAL STATEMENTS
 WITH SUPPLEMENTARY INFORMATION
 For the Year Ended June 30, 2020

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 FINANCIAL STATEMENTS
 WITH SUPPLEMENTARY INFORMATION
 For the Year Ended June 30, 2020

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INDEPENDENT AUDITOR'S REPORT

Board of Education
Sacramento City Unified School District
Sacramento, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Sacramento City Unified School District, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise Sacramento City Unified School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Sacramento City Unified School District, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

(Continued)

Emphasis of Matter - Management's Plan

As discussed in Note 14 of the financial statements, the District has suffered from declining student enrollment and attendance percentages, cost pressures related to escalating pension and healthcare costs and costs associated with Special Education program and facilities requirements and significant deficit spending in the General Fund. Management's plan in regard to these matters is described in Note 14. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 to 15 and the Required Supplementary Information, such as the General Fund Budgetary Comparison Schedule, the Schedule of Changes in Net Other Postemployment Benefits (OPEB) Liability and Related Ratios, the Schedule of the District's Contributions – OPEB, the Schedule of the District's Proportionate Share of the Net Pension Liability, and Schedule of the District's Contributions on pages 62 to 68 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Sacramento City Unified School District's basic financial statements. The accompanying schedule of expenditure of federal awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedule of expenditure of federal awards and other supplementary information as listed in the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information, except for the Schedule of Financial Trends and Analysis, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards and other supplementary information as listed in the table of contents, except for the Schedule of Financial Trends and Analysis, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Schedule of Financial Trends and Analysis has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

(Continued)

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 24, 2021 on our consideration of Sacramento City Unified School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Sacramento City Unified School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Sacramento City Unified School District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Crowe LLP". The signature is written in a cursive, slightly slanted style.

Crowe LLP

Sacramento, California
March 24, 2021

Management’s Discussion and Analysis

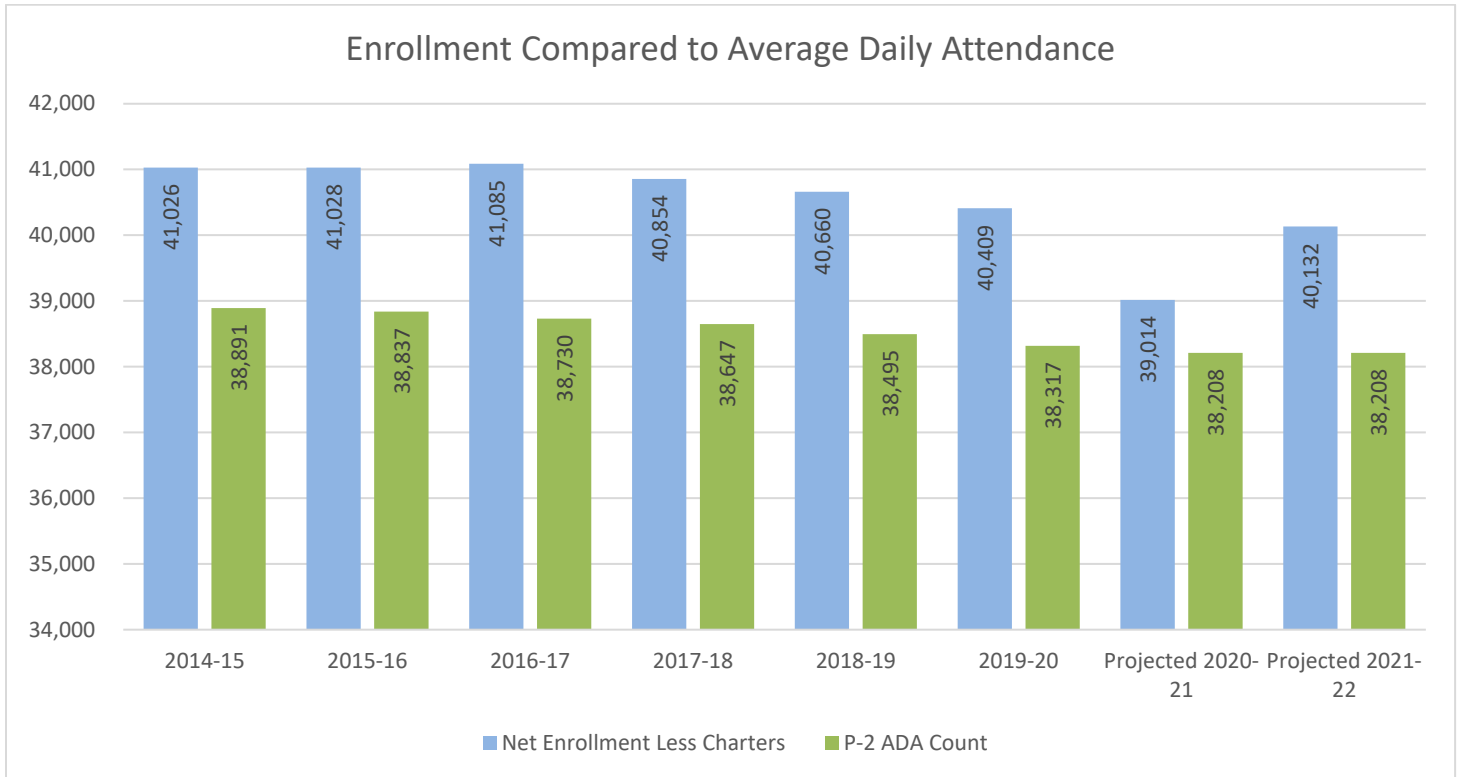
The Management’s Discussion and Analysis (MD&A) Section of the audit report is District management’s overall view of the District’s financial condition and provides an opportunity to discuss important fiscal issues with the Board and the public. The MD&A is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement No. 34. Certain comparative information is required to be presented in this document.

District Overview

Sacramento City Unified School District (the “District”), located in Sacramento County, is the thirteenth largest school district in California regarding student enrollment. The District provides educational services to the residents in and around Sacramento, the state capital. The District operates under the jurisdiction of the Sacramento County Office of Education, although the District has attained “fiscal accountability” status under California Education Code.

For fiscal year 2019-20, the District operated 42 elementary schools (grades K-6), seven elementary/middle schools (grades K-8), six middle schools (grades 7-8), two middle/high schools (grades 7-12), seven high schools (grades 9-12), three alternative schools, two special education centers, two adult education centers, 16 charter schools (including five district operated charter schools) and 42 children’s centers/preschools serving infants through age 12.

The graph below shows the District’s enrollment trend, net of charter school enrollment. The District’s enrollment and average daily attendance (ADA) continue to decline year over year. The District is funded based on its ADA, which is tracked daily with staff following up on areas of concern. The District averages approximately 95% ADA to enrollment.



COVID-19 Impacts

On March 13, 2020, California Governor Gavin Newsom issued Executive Order N-26-20, proclaiming a State of Emergency to exist in California as a result of the threat of the COVID-19 virus, and providing that if any California school districts, county offices of education, and charter schools (each a “Local Educational Agency” or “LEA”) closes its schools to address COVID-19, the LEA will continue to receive state funding during the period of closure. The Governor also signed Senate Bill 117 (“SB 117”) as urgency legislation effective immediately. For purposes of school district funding for fiscal year 2019-20, SB 117 limits the average daily attendance reported to the California Department of Education to include the full school months from July 1, 2019, to February 29, 2020. This condensed ADA period applies to school districts that comply with Executive Order N-26-20. SB 117 further states the intent of the State Legislature that a school district’s employees and contractors be paid during the period of a school closure due to COVID-19. SB 117 also waived instructional time penalties that would otherwise accrue, as long as the school district superintendent, county superintendent or charter school administrator certify that the closure due to COVID-19 caused the school district to fall below applicable instructional time requirements. While SB 117 provided some immediate relief to school districts, the short-term and long-term impacts of the COVID-19 outbreak are unknown as the situation continues to evolve.

Governance

The District is governed by a Board of Education consisting of seven members and one non-voting student member. The regular members are elected to staggered four-year terms every two years. As a result of the passage of two ballot measures at the November 7, 2006 election, beginning in 2008, Board member elections are no longer held district-wide but instead are held among voters who reside in each of seven trustee areas.

Strategic Plan and Guiding Principle

The District’s *Strategic Plan 2016-2021* makes a commitment to provide every student with access to opportunities for success. It functions like a blueprint, outlining a vision for our schools in the future and providing the steps necessary to attain the vision. The Strategic Plan also guides the District’s Local Control and Accountability Plan, pairing actions with resources.

The District’s Mission:

Students graduate as globally competitive lifelong learners, prepared to succeed in a career and higher education institution of their choice to secure gainful employment and contribute to society.

The District’s Vision:

Every student is a responsible, productive citizen in a diverse and competitive world.

The District’s Core Values:

- **Equity:** Commitment to reducing the academic achievement gap by ensuring that all students have equal access to the opportunities, supports and the tools they need to be successful.
- **Achievement:** Students will be provided with a relevant, rigorous and well-rounded curriculum, with the expectation that all will be well prepared for a career and post-secondary education.
- **Integrity:** Communication and interaction among and between students, parents, staff, labor and community partners is defined by mutual respect, trust and support.

- **Accountability:** Commitment to transparency and ongoing review of data will create a culture focused on results and continuous improvement in a fiscally sustainable manner.

The District's Goals:

- **College, Career and Life Ready Graduates:** Challenge and support all students to actively engage in rigorous and relevant curriculum that prepares them for college, career, and a fulfilling life, regardless of zip code, race/ethnicity, ability, language proficiency, and life circumstance.
- **Safe, Emotionally Healthy and Engaged Students:** Provide supports and opportunities to ensure that every student succeeds, with safe school environments that foster student engagement, promote daily attendance, and remove barriers to learning.
- **Family and Community Empowerment:** Commit to a welcoming school environment for our community; recognize and align district partnerships; and provide tools and family empowerment opportunities that are linked to supporting student academic achievement and social emotional competencies in order for families to be equal and active partners in their child's educational success.

Strategic Plan and Guiding Principle (Continued)

- **Operational Excellence:** Be a service-focused organization. Consistently serve students, families, staff and community with efficient and effective programs, practices, policies and procedures at every point of contact across the district.

In addition to the Strategic Plan, the District's Equity, Access, and Social Justice Guiding Principle – All students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options – guides decision making and resource allocation.

Overview of the Financial Statements

This annual report consists of five parts: (1) management's discussion and analysis (this section); (2) the financial statements; (3) required supplementary information; (4) supplementary information and (5) findings and recommendations.

The remainder of the MD&A highlights the structure and contents of each of the statements.

The financial statements include two kinds of statements that present different views of the District: district-wide financial statements and fund financial statements. The financial statements also include notes that explain some of the information in the statements and provide more detail.

The first two statements are district-wide financial statements that provide both short-term and long-term information about the District's overall financial position. The Statement of Net Position includes all of the District's assets and liabilities and deferred outflows and inflows of resources. All current year revenues and expenses are accounted for in the Statement of Activities regardless of when cash is received or paid. The District's activities are divided into two categories:

- **Governmental activities** – Most of the District's basic services are included here, such as regular and special education, transportation and administration. State support from the Local Control Funding Formula (LCFF) and categorical apportionments finance most of these activities.
- **Business-type activities** – The District does not currently have any business-type activities.

These two financial statements start on page 16.

The remaining statements are fund financial statements that report on the District's operations in more detail than the district-wide statements. These statements begin on page 18.

The statements are followed by a section of required supplementary information and supplementary information that further explains and supports the financial statements with a comparison of the District's budget for the year.

District-wide Financial Condition

The Statement of Net Position is a district-wide financial statement that reports all that the District owns (assets) and owes (liabilities). The District displays the book value of all district assets including buildings, land and equipment, and related depreciation, in this financial statement. Land is accounted for at purchase cost, not market value, and is not depreciated. Many school sites have low values because the District acquired the land many decades ago. School buildings are valued at their historical construction cost less depreciation.

District-wide Financial Condition (Continued)

Comparative financial information as of June 30 from the Statement of Net Position is summarized in the following table:

	June 30, 2020	June 30, 2019	Variance	% Difference
Capital Assets	\$634,742,766	\$600,730,370	\$34,012,396	6%
Other Assets	\$318,570,580	\$310,512,830	\$8,057,750	3%
Total Assets	\$953,313,346	\$911,243,200	\$42,070,146	5%
Deferred Outflows of Resources	\$210,452,896	\$207,918,514	\$2,534,382	1%
Current and Other Liabilities	\$73,558,105	\$71,284,242	\$2,273,863	3%
Long-Term Liabilities	\$1,663,304,598	\$1,608,818,718	\$54,485,880	3%
Total Liabilities	\$1,736,862,703	\$1,680,102,960	\$56,759,743	3%
Deferred Inflows of Resources	\$254,121,097	\$297,434,156	(\$43,313,059)	-15%
Net Investment in Capital Assets (net of related debt)	\$147,137,588	\$101,653,692	\$45,483,896	45%
Restricted Net Position	\$60,141,603	\$110,686,852	(\$50,545,249)	-46%
Unrestricted Net Position	(\$1,034,496,749)	(\$1,070,715,946)	\$36,219,197	3%
Total Net Position	(\$827,217,558)	(\$858,375,402)	\$31,157,844	4%

At the end of fiscal year 2019-20, the District had a total value of \$1,261,041,707 in capital assets. Capital assets include land, buildings, site improvements, equipment and work in progress. Total accumulated depreciation amounted to \$626,298,941. Net capital assets totaled \$634,742,766, an increase of \$34,012,396 from prior year.

Current and other liabilities include accounts payable, unpaid self-insurance claims and unearned revenue. The District ended the year with a total of \$1,736,862,703 in outstanding obligations, which was an increase of \$56,759,743 over the prior year. The primary reason for the increase in liabilities was an increase of \$41.7M in net OPEB liability and \$13M increase in net pension liability.

District-wide Financial Condition (Continued)

The Statement of Activities is a district-wide financial statement that reports the District's cost of instruction and other district activities, and the resources that fund individual and general activities of the District. Comparative financial information for the year ended June 30 is presented in the following table:

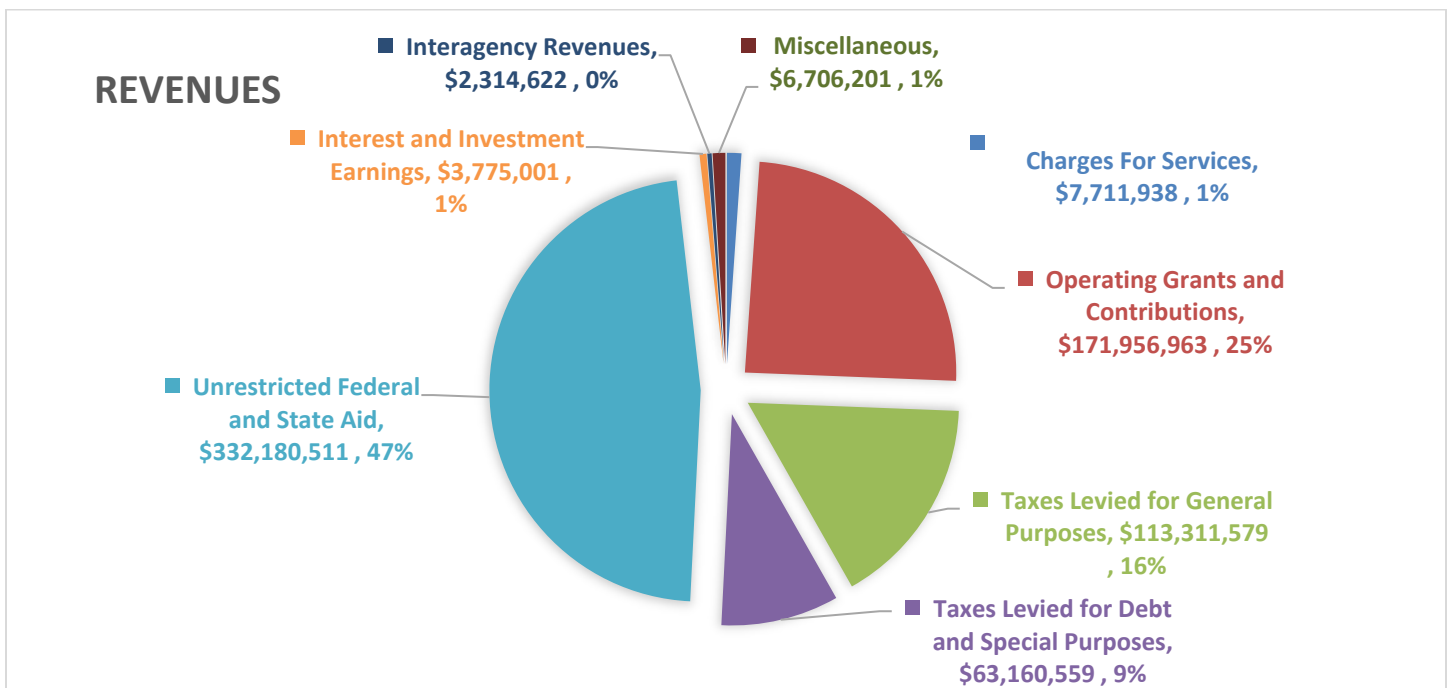
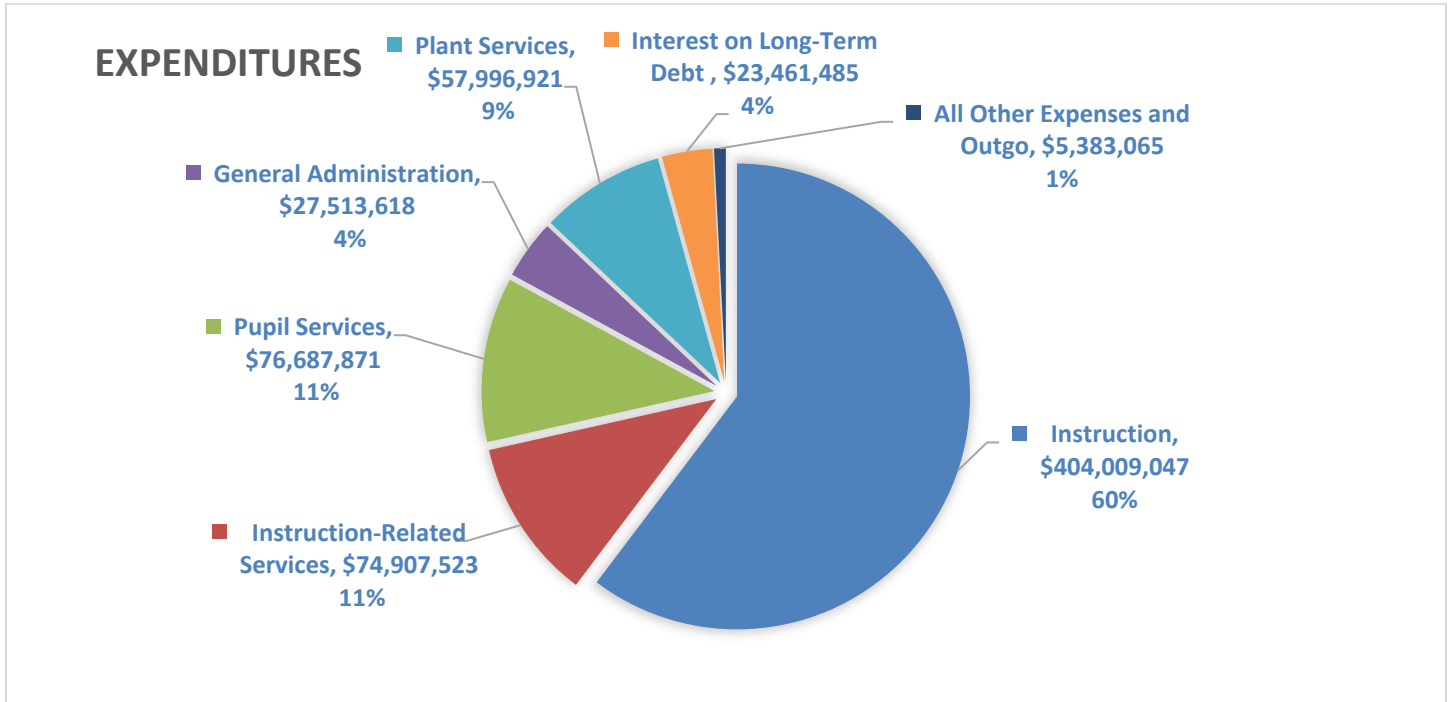
	30-Jun-20	30-Jun-19	Variance	% Diff
Expenses				
Governmental Activities:				
Instruction	\$404,009,047	\$419,527,389	(\$15,518,342)	-4%
Instruction-Related Services	\$74,907,523	\$81,354,730	(\$6,447,207)	-8%
Pupil Services	\$76,687,871	\$79,300,531	(\$2,612,660)	-3%
General Administration	\$27,513,618	\$28,744,402	(\$1,230,784)	-4%
Plant Services	\$57,996,921	\$55,258,398	\$2,738,523	5%
Interest on Long-Term Debt	\$23,461,485	\$23,707,226	(\$245,741)	-1%
All Other Expenses and Outgo	\$5,383,065	\$4,878,550	\$504,515	10%
Total Governmental Activity Expenses	\$669,959,530	\$692,771,226	(\$22,811,696)	-3%

Revenues				
Charges For Services	\$7,711,938	\$2,112,660	\$5,599,278	265%
Operating Grants and Contributions	\$171,956,963	\$192,849,110	(\$20,892,147)	-11%
Capital Grants and Contributions	\$0	\$0	\$0	0%
Taxes Levied for General Purposes	\$113,311,579	\$104,041,329	\$9,270,250	9%
Taxes Levied for Debt and Special Purposes	\$63,160,559	\$50,109,796	\$13,050,763	26%
Unrestricted Federal and State Aid	\$332,180,511	\$328,765,116	\$3,415,395	1%
Interest and Investment Earnings	\$3,775,001	\$4,986,848	(\$1,211,847)	-24%
Interagency Revenues	\$2,314,622	\$2,424,979	(\$110,357)	-5%
Special and Extraordinary Items	\$0	\$1,360,162	(\$1,360,162)	-100%
Miscellaneous	\$6,706,201	\$9,862,501	(\$3,156,300)	-32%
Total Revenues	\$701,117,374	\$696,512,501	\$4,604,873	1%

Change in Net Position	\$31,157,844	\$3,741,275	\$27,416,569	733%
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District-wide Financial Condition (Continued)

The District overall experienced a \$31,157,844 increase in net position. Total revenues increased by 1% or \$4,604,873 from the 2018-19 fiscal year and total expenditures decreased by 3% or \$22,811,696 from the 2018-19 fiscal year. The decrease in expenditures is primarily due to a decrease in Instructional expenditures as a result of school closures during the COVID-19 pandemic.



Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds. A fund consists of a self-balancing set of accounts that the District uses to track specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (such as cafeteria funds) or to show that it is properly using certain revenues (such as community facility funds).

The District has three kinds of funds:

- Governmental Funds - Most of the District's basic services are included in governmental funds, which focus on (1) how cash, and other financial assets that can be readily converted to cash, flow in and out; and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the district-wide statements, we provide additional information at the bottom of the governmental funds statements that explain the relationship (or differences) between them.
- Proprietary Funds - Services for which the District charges a fee are generally reported in proprietary funds. Proprietary funds are reported in the same way as the district-wide statements. Enterprise funds (one type of proprietary fund) are the same as business-type activities, but provide more detail and additional information, such as cash flows. The District does not currently have any business-type activities. Internal service funds (another type of proprietary fund) are used to report activities that provide supplies and services for the District's other programs and activities. The District currently has one internal service fund, the Self-Insurance Fund, which includes Workers' Compensation and Dental/Vision.
- Fiduciary Funds - The District is the trustee, or fiduciary, for assets that belong to others, such as the scholarship fund and student activities funds. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position and a statement of changes in fiduciary net position. We exclude these activities from the district-wide financial statements because the District cannot use these assets to finance its operations.

General Fund Financial and Budgetary Highlights

The General Fund accounts for the primary operations of the District. The District's initial budget is adopted by July 1. Over the course of the year, the District's budget is revised several times to account for revised and new categorical funding appropriations and related expenditures, and to update budgets for prior year carryover amounts. The budget may also be revised to reflect mid-year changes to the State Budget which affect district funding. Additionally, the District is required to prepare expenditure reports and must include multi-year projections at least twice a year. The following table summarizes the General Fund budget to actual information for the year ended June 30, 2020:

	Adopted Budget	Year End Budget	Actual
Total Revenues	\$559,791,321	\$563,717,515	\$553,948,590
Total Expenditures	\$580,686,953	\$570,720,251	\$532,129,368
Total Other Financing Sources/(Uses)	\$2,188,754	\$1,055,508	\$900,042

The net revenue increase of \$3,926,194 between Adopted Budget and Year End Budget is due to an increase in Federal Revenue due to the third interim report reflecting the revised budget based on award allocations and not estimated actuals.

The net decrease to the total expenditure budget between Adopted and Year End Budget was \$11,425,482, due to one time savings including a \$3.7M decrease in books and supplies and \$2.2M decrease in operations and service agreements.

Actual revenues were \$9,768,925, or 1.7%, below Year End Budget, due primarily to unspent and unearned categorical revenue and one-time revenues that carryover to 2020-21. Actual expenditures were \$38,246,304, or 6.75%, below Year End Budget due to one time savings in multiple categories as a result of the COVID-19 pandemic and school closures.

The following table summarizes the General Fund financial statements for the year ended June 30, 2020:

Total Revenues	\$553,948,590
Total Expenditures	\$532,129,368
Total Other Financing Sources/ (Uses)	\$900,042
Net Change	\$22,719,266

District Reserves and Net Ending Balance

Revenues that have not been expended during a budget year are carried over for expenditure in the subsequent year and are identified as the District's "Net Ending Balance." Included within the projected net ending balance is a "reserve for economic uncertainties." The State requires districts of our size to retain an amount equal to 2% of our budgeted expenditures to cover unforeseen shortfalls in revenues or expenditures greater than budgeted. Also included in the net ending balance are carryover balances that originated from sources that can only be used for specific purposes. These "restricted" resources can only be spent on the purposes determined by the grantor, and the balances in these accounts carry the same restrictions as the originating revenue.

The District also has the option of committing or assigning the ending balance. Committing funds requires the Board of Education to designate the funds for any purpose by a majority vote at a Board meeting. Once the funds are committed, the amounts cannot be used for any other purpose unless the Board takes action to remove or change the constraints for the committed funds. The Board has not taken any action in 2019-20 to commit funds. Assigned ending balances are constrained by the District's intent but are neither restricted nor committed. An example of assignment is designating the ending balance to be used for a future textbook adoption.

The chart below represents the District's financial analysis of its Governmental and Proprietary Funds:

Ending Fund Balances	June 30, 2020	June 30, 2019	Difference
Fund 01 General	\$93,048,611	\$70,329,345	\$22,719,266
Fund 09 Charter Schools	\$3,975,366	\$3,854,437	\$120,929
Fund 11 Adult Education	\$353,245	\$77,992	\$275,253
Fund 12 Child Development	\$15,285	\$15,636	(\$351)
Fund 13 Cafeteria	\$12,807,058	\$12,582,507	\$224,551
Fund 14 Deferred Maintenance	\$0	\$0	\$0
Fund 21 Building	\$62,467,593	\$95,280,449	(\$32,812,856)
Fund 25 Developer Fees	\$20,196,507	\$16,104,357	\$4,092,150
Fund 49 Community Facilities	\$2,020,746	\$1,991,387	\$29,359
Fund 51 Bond Interest and Redemption	42,936,840	\$31,953,446	\$10,983,394
Fund 67 Self Insurance	\$12,935,257	\$12,448,490	\$486,767

Capital Projects

Modernization and construction projects are scheduled to continue as we update our existing facilities and continue to close out construction projects. With the passage of Bond Measures Q and R in 2012, the District continues facility improvements, modernization and construction projects that enhance the learning environment.

Total Expenditures for Fiscal Year Ended June 30, 2020

<u>Measure Q Total</u>		<u>\$ 44,787,799</u>
• Program Management Expenditures		\$ 2,362,796
• Completed Project Expenditures:		
▪ Core Academic Renovation	\$ 13,410,753	
▪ District Wide Fire & Irrigation Improvements	\$ 37,872	
▪ Modernization, Repair & Upgrades	\$ 8,400,684	
▪ Resource and Energy Conservation Improvement Projects	\$ 24,372	
▪ Technology Upgrades	\$ 4,724,401	
• In Progress Project Expenditures:		
▪ Core Academic Renovation	\$ 13,155,555	
▪ District Wide Fire & Irrigation Improvements	\$ 175,692	
▪ Modernization, Repair & Upgrades	\$ 1,347,592	
▪ Resource and Energy Conservation Improvement Projects	\$ 808,765	
▪ Technology Upgrades	\$ 339,317	
<u>Measure R Total</u>		<u>\$ 20,781,793</u>
• Program Management Expenditures		\$ 390,658
• In Progress Project Expenditures:		
▪ Nutrition Services Center		\$ 20,391,135

Summary of Future Projects as of June 30, 2020

<u>Project Year(s)</u>	<u>Projects</u>	<u>Estimated Budget</u>
<u>Measure Q Total</u>		<u>\$ 77,100,000</u>
2020-2022	Core Academic Renovation	\$ 10,988,613
2020-2022	Modernization, Repair and Upgrade Projects	\$ 64,111,387
2020-2022	Resource & energy Conservation Improvement Projects	\$ 2,000,000

District Indebtedness

As of June 30, 2020, the District has incurred \$1,663,304,598 in long-term liabilities. Of this amount, \$465,127,966 are General Obligation Bonds and Accreted Interest backed by property tax increases voted on by District residents in 1999, 2002 and 2012, and \$60,550,000 is Lease Revenue Bonds, backed by Developer Fees and Mello-Roos Community Facilities funds.

The District continues to provide lifetime health benefits to eligible retirees. The recognized net OPEB liability increased by \$41,731,317 or from \$526,175,712 to \$567,907,029 due to a change in the discount rate assumed for the actuarial report.

Financial Outlook

A continued projected decline in ADA, increased operating expenditures, such as rising special education costs and pension and health premium increases, and uncertain future state resources are key issues facing Sacramento City Unified School District. The development of future budgets will be influenced by external variables such as the State Budget and enrollment changes.

The District's 2020-21 Second Interim multi-year projections indicate that the District may be able to meet its financial obligations for the current and two subsequent years. The District has taken measures to reduce expenditures and increase reserves over the last fiscal year, primarily due to one-time savings however the District's projected deficit persists in the multi-year projections as of the 2020-2021 Second Interim Financial Report. The District was granted cash deferral exemptions for the months of April and May 2021 and due to school closures during the 2020-21 fiscal year, the District is projecting to avoid \$40 million in one-time operational costs. These two factors improved the District's cash balances and the District is projected to have positive cash balances at June 30 for all three fiscal years 2020-2021, 2021-2022 and 2022-2023.

The District is working with its labor partners, community stakeholders, the Sacramento County Office of Education and assigned fiscal advisor to achieve fiscal stability and continues to evaluate all opportunities to mitigate deficit spending, which includes reducing salaries and benefits expenditures, for an improved future financial outlook.

BASIC FINANCIAL STATEMENTS

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF NET POSITION
June 30, 2020

	<u>Governmental Activities</u>
ASSETS	
Cash and investments (Note 2)	\$ 212,382,118
Receivables	104,212,525
Stores inventory	1,975,937
Non-depreciable capital assets (Note 4)	99,557,448
Depreciable capital assets, net of accumulated depreciation (Note 4)	<u>535,185,318</u>
Total assets	<u>953,313,346</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows of resources - pensions (Notes 8 and 9)	153,388,172
Deferred outflows of resources - OPEB (Note 10)	55,314,305
Deferred loss on refunding of debt	<u>1,750,419</u>
Total deferred outflows of resources	<u>210,452,896</u>
LIABILITIES	
Accounts payable	67,035,620
Unpaid claims and claim adjustment expenses (Note 5)	348,069
Unearned revenue	6,174,416
Long-term liabilities (Note 6):	
Due within one year	38,901,343
Due after one year	<u>1,624,403,255</u>
Total liabilities	<u>1,736,862,703</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of resources - OPEB (Note 10)	210,372,097
Deferred inflows of resources - pensions (Notes 8 and 9)	<u>43,749,000</u>
Total deferred inflows of resources	<u>254,121,097</u>
NET POSITION	
Net investment in capital assets	147,137,588
Restricted:	
Legally restricted programs	1,873,400
Capital projects	15,331,363
Debt service	42,936,840
Unrestricted	<u>(1,034,496,749)</u>
Total net position	<u>\$ (827,217,558)</u>

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2020

		Program Revenues				Net (Expense) Revenue and Changes in <u>Net Position</u>
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	Governmental Activities	
Governmental activities:						
Instruction	\$ 404,009,047	\$ 5,502,657	\$ 104,105,610	\$ -		\$ (294,400,780)
Instruction-related services:						
Supervision and administration	30,504,461	75,051	15,850,262	-		(14,579,148)
Library, media and technology	2,985,450	-	548,218	-		(2,437,232)
School site administration	41,417,612	12,016	4,951,127	-		(36,454,469)
Pupil services:						
Home-to-school transportation	12,578,726	38,086	100,963	-		(12,439,677)
Food services	24,690,708	762,524	24,642,858	-		714,674
All other pupil services	39,418,437	69,786	15,097,188	-		(24,251,463)
General administration:						
Centralized data processing	4,424,597	2,174	75,985	-		(4,346,438)
All other general administration	23,089,021	37,526	4,490,639	-		(18,560,856)
Plant services	57,996,921	723,462	1,392,833	-		(55,880,626)
Ancillary services	3,305,273	208	147,778	-		(3,157,287)
Community services	411,266	-	-	-		(411,266)
Enterprise activities	126,322	-	-	-		(126,322)
Other outgo	1,540,204	488,448	553,502	-		(498,254)
Interest on long-term liabilities	23,461,485	-	-	-		(23,461,485)
	<u>\$ 669,959,530</u>	<u>\$ 7,711,938</u>	<u>\$ 171,956,963</u>	<u>\$ -</u>		<u>(490,290,629)</u>
Total governmental activities						
General revenues:						
Taxes and subventions:						
Taxes levied for general purposes						113,311,579
Taxes levied for debt service						58,536,217
Taxes levied for other specific purposes						4,624,342
Federal and state aid not restricted to specific purposes						332,180,511
Interest and investment earnings						3,775,001
Interagency revenues						2,314,622
Miscellaneous						<u>6,706,201</u>
Total general revenues						<u>521,448,473</u>
Change in net position						31,157,844
Net position, July 1, 2019						<u>(858,375,402)</u>
Net position, June 30, 2020						<u>\$ (827,217,558)</u>

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2020

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
ASSETS					
Cash and investments:					
Cash in County Treasury	\$ 48,227,154	\$ 36,230,733	\$ 48,893,758	\$ 31,431,333	\$ 164,782,978
Cash in banks	85,883	685	-	2,567,152	2,653,720
Cash in revolving fund	225,000	-	-	2,000	227,000
Cash with fiscal agent	-	33,122,750	800,635	-	33,923,385
Receivables	64,707,798	1,458,660	315,633	10,698,033	77,180,124
Due from grantor governments	24,179,665	-	-	346,473	24,526,138
Due from other funds	2,814,637	413,090	-	1,221,204	4,448,931
Stores inventory	104,537	-	-	1,871,400	1,975,937
	<u>140,344,674</u>	<u>71,225,918</u>	<u>50,010,026</u>	<u>48,137,595</u>	<u>309,718,213</u>
Total assets	<u>\$ 140,344,674</u>	<u>\$ 71,225,918</u>	<u>\$ 50,010,026</u>	<u>\$ 48,137,595</u>	<u>\$ 309,718,213</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 40,063,484	\$ 8,758,325	\$ 7,073,186	\$ 5,378,874	\$ 61,273,869
Unearned revenue	5,597,401	-	-	577,015	6,174,416
Due to other funds	1,635,178	-	-	2,813,499	4,448,677
	<u>47,296,063</u>	<u>8,758,325</u>	<u>7,073,186</u>	<u>8,769,388</u>	<u>71,896,962</u>
Total liabilities	<u>47,296,063</u>	<u>8,758,325</u>	<u>7,073,186</u>	<u>8,769,388</u>	<u>71,896,962</u>
Fund balances:					
Nonspendable	329,537	-	-	1,873,400	2,202,937
Restricted	8,586,429	62,467,593	42,936,840	37,494,807	151,485,669
Assigned	944,497	-	-	-	944,497
Unassigned	83,188,148	-	-	-	83,188,148
	<u>93,048,611</u>	<u>62,467,593</u>	<u>42,936,840</u>	<u>39,368,207</u>	<u>237,821,251</u>
Total fund balances	<u>93,048,611</u>	<u>62,467,593</u>	<u>42,936,840</u>	<u>39,368,207</u>	<u>237,821,251</u>
Total liabilities and fund balances	<u>\$ 140,344,674</u>	<u>\$ 71,225,918</u>	<u>\$ 50,010,026</u>	<u>\$ 48,137,595</u>	<u>\$ 309,718,213</u>

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET -
TO THE STATEMENT OF NET POSITION
June 30, 2020

Total fund balances - Governmental Funds	\$	237,821,251
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used for governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds. The cost of the assets is \$1,261,041,707 and the accumulated depreciation is \$626,298,941 (Note 4).		634,742,766
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. Long-term liabilities at June 30, 2020 consisted of (Note 6):		
General Obligation Bonds	\$	(465,127,966)
Accreted interest		(20,661,016)
Lease Revenue Bonds		(60,550,000)
Premium on issuance		(33,031,114)
Net pension liability (Notes 8 and 9)		(511,057,000)
Net OPEB liability (Note 10)		(567,907,029)
Compensated absences		(4,970,473)
		(1,663,304,598)
Internal service funds are used to conduct certain activities for which costs are charged to other funds on a full cost-recovery basis. Net position of the Self-Insurance Fund is:		12,935,257
In the governmental funds, interest on long-term liabilities is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred:		(5,744,033)
Losses on the refunding of debt are recognized as expenditures in the period they are incurred. In the government-wide statements, they are categorized as deferred outflows and are amortized over the life of the related debt.		1,750,419
In government funds, deferred outflows and inflows of resources relating to other postemployment benefits (OPEB) are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to OPEB are reported (Note 10).		
Deferred outflows of resources relating to OPEB	\$	55,314,305
Deferred inflows of resources relating to OPEB		(210,372,097)
		(155,057,792)
In government funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported (Notes 8 and 9).		
Deferred outflows of resources relating to pensions	\$	153,388,172
Deferred inflows of resources relating to pensions		(43,749,000)
		109,639,172
Total net position - governmental activities	\$	(827,217,558)

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended June 30, 2020

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total Governmental Funds
Revenues:					
Local control funding formula (LCFF):					
State apportionment	\$ 313,649,770	\$ -	\$ -	\$ 18,126,140	\$ 331,775,910
Local sources	100,059,346	-	-	-	100,059,346
Total LCFF	413,709,116	-	-	18,126,140	431,835,256
Federal sources	51,917,179	-	-	30,961,517	82,878,696
Other state sources	78,372,218	-	376,868	10,750,137	89,499,223
Other local sources	9,950,079	4,618,773	59,740,576	16,964,779	91,274,207
Total revenues	553,948,592	4,618,773	60,117,444	76,802,573	695,487,382
Expenditures:					
Current:					
Certificated salaries	209,808,827	-	-	15,674,907	225,483,734
Classified salaries	60,163,620	565,539	-	13,043,411	73,772,570
Employee benefits	175,948,151	286,876	-	18,764,855	194,999,882
Books and supplies	11,145,790	5,350,705	-	10,864,896	27,361,391
Contract services and operating expenditures	65,548,240	2,058,054	-	4,042,078	71,648,372
Other outgo	1,150,697	-	389,507	-	1,540,204
Capital outlay	8,361,223	59,993,124	-	3,380,810	71,735,157
Debt service:					
Principal retirement	2,820	-	29,950,000	2,570,000	32,522,820
Interest	-	-	20,126,531	2,897,014	23,023,545
Total expenditures	532,129,368	68,254,298	50,466,038	71,237,971	722,087,675
Excess (deficiency) of revenues over (under) expenditures	21,819,224	(63,635,525)	9,651,406	5,564,602	(26,600,293)
Other financing sources (uses):					
Transfers in	3,598,304	-	-	2,698,262	6,296,566
Transfers out	(2,698,262)	(77,331)	-	(3,520,973)	(6,296,566)
Proceeds from the sale of bonds	-	30,900,000	-	-	30,900,000
Premiums from the sale of bonds	-	-	1,331,988	-	1,331,988
Total other financing sources (uses)	900,042	30,822,669	1,331,988	(822,711)	32,231,988
Change in fund balances	22,719,266	(32,812,856)	10,983,394	4,741,891	5,631,695
Fund balances, July 1, 2019	70,329,345	95,280,449	31,953,446	34,626,316	232,189,556
Fund balances, June 30, 2020	<u>\$ 93,048,611</u>	<u>\$ 62,467,593</u>	<u>\$ 42,936,840</u>	<u>\$ 39,368,207</u>	<u>\$ 237,821,251</u>

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES GOVERNMENTAL FUNDS -
TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2020

Net change in fund balances - Total Governmental Funds	\$	5,631,695
Amounts reported for governmental activities in the statement of activities are different because:		
Acquisition of capital assets is an expenditure in the governmental funds, but increases capital assets in the statement of net position (Note 4).		72,114,893
Depreciation of capital assets is an expense that is not recorded in the governmental funds (Note 4)		(38,057,188)
In the governmental funds, the entire proceeds from the disposal of capital assets is reported as revenue. In the statement of activities, only the resulting gain or loss is reported (Note 4).		(45,309)
Proceeds from debt are recognized as other financing sources in the governmental funds, but increases the long-term liabilities in the statement of net position (Note 6).		(30,900,000)
Repayment of principal on long-term liabilities is an expenditure in the governmental funds, but decreases the long-term liabilities in the statement of net position (Note 6).		32,522,820
Accreted interest is an expense that is not recorded in the governmental funds (Note 6).		(2,114,310)
Premiums related to the issuance of long-term liabilities is recognized as an other financing source in the governmental funds, but decreases the liability in the statement of net position. (Note 6).		1,198,882
In governmental funds, deferred inflows and deferred outflows of resources are not recognized. In the government-wide statements, deferred inflows and deferred outflows of resources are amortized over the life of the debt. The net activity in the deferred outflow for the current year is:		(334,816)
In governmental funds, interest on long-term liabilities is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred.		(334,576)
Internal service funds are used to conduct certain activities for which costs are charged to other funds on a full cost recovery basis. The change in net position for the Self-Insurance Fund was:		486,767

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGE IN FUND BALANCES GOVERNMENTAL FUNDS -
TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2020

In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was (Notes 8 and 9):	\$ (35,231,240)
In the statement of activities, expenses related to compensated absences are measured by the amounts earned during the year. In the governmental funds, expenditures are measured by the amount of financial resources used (Notes 6).	(401,955)
In the statement of activities, expenses related to net OPEB liability are measured by the amounts earned during the year. In the governmental funds, expenditures are measured by the amount of financial resources used (Notes 6 and 10).	<u>26,622,181</u>
Change in net position of governmental activities	<u>\$ 31,157,844</u>

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF FUND NET POSITION – PROPRIETARY FUND
SELF-INSURANCE FUND
June 30, 2020

ASSETS

Current assets:

Cash and investments:

Cash in County Treasury	\$ 10,544,087
Cash in banks	948
Cash with fiscal agent	250,000
Receivables	<u>2,506,263</u>

Total current assets 13,301,298

LIABILITIES

Current liabilities:

Accounts payable	17,718
Due to other funds	254
Unpaid claims and claim adjustment expenses	<u>348,069</u>

Total current liabilities 366,041

NET POSITION

Unrestricted \$ 12,935,257

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF CHANGE IN
NET POSITION – PROPRIETARY FUND
SELF-INSURANCE FUND
For the Year Ended June 30, 2020

Operating revenues:	
Self insurance premiums	<u>\$ 14,527,614</u>
Operating expenses:	
Classified salaries	336,894
Employee benefits	207,753
Books and supplies	10,084
Contract services	229
Provision for claims and claim adjustment expenses	<u>13,651,736</u>
Total operating expenses	<u>14,206,696</u>
Net operating income	320,918
Non-operating income:	
Interest income	<u>165,849</u>
Change in net position	486,767
Total net position, July 1, 2019	<u>12,448,490</u>
Total net position, June 30, 2020	<u><u>\$ 12,935,257</u></u>

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF CASH FLOWS – PROPRIETARY FUND
SELF-INSURANCE FUND
For the Year Ended June 30, 2020

Cash flows used in operating activities:

Cash received from self-insurance premiums and other revenue	\$ 13,562,239
Cash paid for employee benefits	(13,749,855)
Cash paid for other expenses	<u>(531,895)</u>

Net cash used in operating activities (719,511)

Cash flows provided by investing activities:

Interest income received	<u>165,849</u>
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Change in cash and investments (553,662)

Cash and investments, July 1, 2019 11,348,697

Cash and investments, June 30, 2020 \$ 10,795,035

Reconciliation of net operating income to net cash used in operating activities:

Net operating income \$ 320,918

Adjustments to reconcile operating income to net cash used in operating activities:

Decrease (increase) in:	
Receivables	(965,375)
Prepaid expenses	13,273
(Decrease) increase in:	
Unpaid claims and claim adjustment expenses	(98,119)
Accounts payable	9,658
Due to other funds	<u>134</u>

Total adjustments (1,040,429)

Net cash used in operating activities \$ (719,511)

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
TRUST AND AGENCY FUNDS
June 30, 2020

	Trust Fund	Agency Funds	
	Scholar- ship Trust	Student Body Funds	Warrant Pass-Through Fund
ASSETS			
Cash and investments (Note 2)			
Cash in County Treasury	\$ -	\$ -	\$ 41,462,525
Cash on hand and in banks	453,820	1,420,886	-
Receivables	-	1,072	-
Stores inventory	-	5,934	-
Total assets	453,820	\$ 1,427,892	\$ 41,462,525
LIABILITIES			
Due to student groups	-	\$ 1,427,892	\$ -
Accounts payable	-	-	41,462,525
Total liabilities	-	\$ 1,427,892	\$ 41,462,525
NET POSITION			
Restricted for scholarships	\$ 453,829		

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATEMENT OF CHANGE IN FIDUCIARY NET POSITION
TRUST FUND
For the Year Ended June 30, 2020

	Scholarship Trust
Additions:	
Other local sources	\$ <u>22,916</u>
Deduction:	
Contract services and operating expenditures	<u>31,325</u>
Change in net position	(8,409)
Net position, July 1, 2019	<u>462,238</u>
Net position, June 30, 2020	<u><u>\$ 453,829</u></u>

See accompanying notes to the financial statements.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Sacramento City Unified School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

Reporting Entity: The Board of Education is the level of government which has governance responsibilities over all activities related to public school education in the District. The Board is not included in any other governmental "reporting entity" as defined by the Governmental Accounting Standards Board since Board members have decision-making authority, the power to designate management, the responsibility to significantly influence operations and primary accountability for fiscal matters.

The District, Sacramento County Schools Education Facilities Financing Corporation (the "Corporation") and Sacramento City Schools Joint Powers Financing Authority (the "Authority") have a financial and operational relationship which meet the reporting entity definition criteria of the *Codification of Governmental Accounting and Financial Reporting Standards, Section 2100*, for inclusion of the Corporation and Authority as a component unit of the District. Therefore, the financial activities of the Corporation and the Authority have been included in the basic financial statements of the District as a blended component unit.

The following are those aspects of the relationship between the District, the Corporation and the Authority which satisfy *Codification of Governmental Accounting and Financial Reporting Standards, Section 2100*, criteria:

A - Manifestations of Oversight

1. The Corporation's and the Authority's Boards of Directors were appointed by the District's Board of Education.
2. The Corporation and the Authority have no employees. The District's Superintendent and Chief Business Officer function as agents of the Corporation and the Authority. Neither individual received additional compensation for work performed in this capacity.
3. The District exercises significant influence over operations of the Corporation and the Authority as it is anticipated that the District will be the sole lessee of all facilities owned by the Corporation and the Authority.

B - Accounting for Fiscal Matters

1. All major financing arrangements, contracts, and other transactions of the Corporation and the Authority must have the consent of the District.
2. Any deficits incurred by the Corporation and the Authority will be reflected in the lease payments of the District. Any surpluses of the Corporation and the Authority revert to the District at the end of the lease period.
3. It is anticipated that the District's lease payments will be the sole revenue source of the Corporation and the Authority.
4. The District has assumed a "moral obligation," and potentially a legal obligation, for any debt incurred by the Corporation and the Authority.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C - Scope of Public Service and Financial Presentation

1. The Corporation and the Authority were created for the sole purpose of financially assisting the District.
2. The Corporation is a nonprofit, public benefit corporation incorporated under the laws of the State of California and recorded by the Secretary of State. The Authority was created pursuant to a joint powers agreement between the District and the California Statewide Communities Development Authority, pursuant to the California Government Code, commencing with Section 6500. The Corporation and the Authority were formed to provide financing assistance to the District for construction and acquisition of major capital facilities. Upon completion the District intends to occupy all Corporation and Authority facilities. When the Authority's Lease Revenue Bonds have been paid with state reimbursements and the District's developer fees, title of all Corporation and Authority property will pass to the District for no additional consideration.
3. The Corporation's and the Authority's financial activity is presented in the financial statements in the Building Fund. Lease Revenue Bonds issued by the Authority are included in the government-wide financial statements. There are currently no outstanding Certificates of Participation under the Corporation as of June 30, 2020.

Basis of Presentation - Government-Wide Financial Statements: The Statement of Net Position and the Statement of Activities displays information about the reporting government as a whole. Fiduciary funds are not included in the government-wide financial statements. Fiduciary funds are reported only in the Statement of Fiduciary Net Position and the Statement of Change in Fiduciary Net Position at the fund financial statement level.

The Statement of Net Position and the Statement of Activities are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of Governmental Accounting Standards Board Codification Section (GASB Cod. Sec.) N50.118-.121.

Program revenues: Program revenues included in the Statement of Activities derive directly from the program itself or from parties outside the District's taxpayers or citizenry, as a whole; program revenues reduce the cost of the function to be financed from the District's general revenues.

Allocation of indirect expenses: The District reports all direct expenses by function in the Statement of Activities. Direct expenses are those that are clearly identifiable with a function. Depreciation expense is specifically identified by function and is included in the direct expense of the respective function. Interest on general long-term liabilities is considered an indirect expense and is reported separately on the Statement of Activities.

Basis of Presentation - Fund Accounting: The accounts of the District are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. District resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A - Major Funds:

1. General Fund:

The General Fund is the general operating fund of the District and accounts for all revenues and expenditures of the District not encompassed within other funds. All general tax revenues and other receipts that are not allocated by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures and the capital improvement costs that are not paid through other funds are paid from the General Fund.

2. Building Fund:

The Building Fund is a capital projects fund used to account for resources used for the acquisition or construction of capital facilities by the District.

3. Bond Interest and Redemption Fund:

The Bond Interest and Redemption Fund is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs. All records relating to the Bond Interest and Redemption Fund are maintained by the Sacramento County Auditor-Controller. The revenue for this fund is raised by school district taxes which are levied, collected, and administered by County officials. The Education Code stipulates that the tax rate levied shall be sufficient to provide monies for the payment of principal and interest as they become due on outstanding school district bonds.

B - Other Funds:

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

The Capital Projects Funds are used to account for resources used for the acquisition or construction of capital facilities by the District. This classification includes the Developer Fees and Community Facilities Funds.

The Self-Insurance Fund is an internal service fund used to account for services rendered on a cost-reimbursement basis within the District. The Self-Insurance Fund is used to provide workers' compensation, dental and vision benefits to employees of the District.

The Scholarship Fund is a trust fund used to account for amounts held by the District as Trustee, to be used to provide scholarships to students of the District.

Student Body Funds are used to account for revenues and expenditures of the various student body organizations. All cash activity, assets and liabilities of the various student bodies of the District are accounted for in Student Body Funds. The District also has a Warrant Pass-Through Fund reported in the agency funds.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Accounting: Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the basic financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

Accrual: The governmental activities in the government-wide financial statements and the proprietary and fiduciary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual: The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term liabilities, if any, is recognized when due.

Budgets and Budgetary Accounting: By state law, the Board of Education must adopt a final budget by July 1. A public hearing is conducted to receive comments prior to adoption. The Board of Education complied with these requirements.

Receivables: Receivables are made up principally of amounts due from the State of California and Categorical programs. The District has determined that no allowance for doubtful accounts was required as of June 30, 2020.

Stores Inventory: Inventories in the General and Cafeteria Funds are valued at average cost. Inventory recorded in the General and Cafeteria Funds consists mainly of school supplies and consumable supplies. Inventories are recorded as an expenditure at the time the individual inventory items are transferred from the warehouse to schools and offices.

Capital Assets: Capital assets purchased or acquired, with an original cost of \$5,000 or more, are recorded at historical cost or estimated historical cost. Contributed assets are reported at acquisition value for the contributed asset. Additions, improvements and other capital outlay that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Capital assets are depreciated using the straight-line method over 3 - 30 years depending on asset types.

Deferred Outflows/Inflows of Resources: In addition to assets, the statement of net position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s), and as such will not be recognized as an outflow of resources (expense/expenditures) until then. The District has recognized a deferred loss on refunding reported in the Statement of Net Position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter life of the refunded or refunding debt. Additionally, the District has recognized a deferred outflow of resources related to the recognition of the net pension liability and net OPEB liability reported in the Statement of Net Position.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and as such, will not be recognized as an inflow of resources (revenue) until that time. The District has recognized a deferred inflow of resources related to the recognition of the net pension liability and net OPEB liability reported in the Statement of Net Position.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the State Teachers' Retirement Plan (STRP) and Public Employers Retirement Fund B (PERF B) and additions to/deductions from STRP's and PERF B's fiduciary net position have been determined on the same basis as they are reported by STRP and PERF B. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Certain investments are reported at fair value.

	<u>STRP</u>	<u>PERF B</u>	<u>Total</u>
Deferred outflows of resources	\$ 119,256,635	\$ 34,131,537	\$ 153,388,172
Deferred inflows of resources	\$ 40,099,000	\$ 3,650,000	\$ 43,749,000
Net pension liability	\$ 357,334,000	\$ 153,723,000	\$ 511,057,000
Pension expense	\$ 84,495,834	\$ 33,494,324	\$ 117,990,158

Compensated Absences: Compensated absences totaling \$4,970,473 are recorded as a long-term liability of the District. The liability is for the earned but unused benefits.

Accumulated Sick Leave: Sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expenditure or expense in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits for certain STRP and PERF B employees, when the employee retires.

Unearned Revenue: Revenue from federal, state, and local special projects and programs is recognized when qualified expenditures have been incurred. Funds received but not earned are recorded as unearned revenue until earned.

Net Position: Net position is displayed in three components:

1. Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances (excluding unspent bond proceeds) of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
2. Restricted Net Position - Restrictions of the ending net position indicate the portions of net position not appropriate for expenditure or amounts legally segregated for a specific future use. The restriction for legally restricted programs represents the portion of net position restricted to specific program expenditures. The restriction for debt service repayments represents the portion of net position which the District plans to expend on debt repayment in the ensuing year. The restriction for capital projects represents the portion of net position restricted for capital projects. The restriction for scholarships represents the portion of net position to be used to provide financial assistance to students of the District. It is the District's policy to first use restricted net position when allowable expenditures are incurred.
3. Unrestricted Net Position – All other net position that does not meet the definitions of "restricted" or "net investment in capital assets".

Fund Balance Classifications: Governmental Accounting Standards Board Codification Sections 1300 and 1800, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB Cod. Sec. 1300 and 1800) implements a five-tier fund balance classification hierarchy that depicts the extent to which a government is bound by spending constraints imposed on the use of its resources. The five classifications, discussed in more detail below, are nonspendable, restricted, committed, assigned and unassigned.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A - Nonspendable Fund Balance:

The nonspendable fund balance classification reflects amounts that are not in spendable form, such as revolving fund cash, store's inventory and prepaid expenditures.

B - Restricted Fund Balance:

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation. These are the same restrictions used to determine restricted net position as reported in the government-wide and fiduciary trust fund statements.

C - Committed Fund Balance:

The committed fund balance classification reflects amounts subject to internal constraints self-imposed by formal action of the Board of Education. The constraints giving rise to committed fund balance must be imposed no later than the end of the reporting period. The actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements. Formal action by the Board of Education is required to remove any commitment from any fund balance. At June 30, 2020, the District had no committed fund balances.

D - Assigned Fund Balance:

The assigned fund balance classification reflects amounts that the District's Board of Education has approved to be used for specific purposes, based on the District's intent related to those specific purposes. The Board of Education can designate personnel with the authority to assign fund balances, however, as of June 30, 2020, no such designation has occurred.

E - Unassigned Fund Balance:

In the General Fund only, the unassigned fund balance classification reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes.

In any fund other than the General Fund, a positive unassigned fund balance is never reported because amounts in any other fund are assumed to have been assigned, at least, to the purpose of that fund. However, deficits in any fund, including the General Fund, that cannot be eliminated by reducing or eliminating amounts assigned to other purposes are reported as negative unassigned fund balance.

Fund Balance Policy: The District has an expenditure policy relating to fund balances. For purposes of fund balance classifications, expenditures are to be spent from restricted fund balances first, followed in order by committed fund balances (if any), assigned fund balances and lastly unassigned fund balances.

While GASB Cod. Sec. 1300 and 1800 do not require Districts to establish a minimum fund balance policy or a stabilization arrangement, GASB Cod. Sec. 1300 and 1800 do require the disclosure of a minimum fund balance policy and stabilization arrangements, if they have been adopted by the Board of Education. At June 30, 2020, the District has not established a minimum fund balance policy nor has it established a stabilization arrangement.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property Taxes: Secured property taxes are attached as an enforceable lien on property as of March 1. Taxes are due in two installments on or before December 10 and April 10. Unsecured property taxes are due in one installment on or before August 31. The County of Sacramento bills and collects taxes for the District. Tax revenues are recognized by the District when received.

Encumbrances: Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. All encumbrances are liquidated as of June 30.

Eliminations and Reclassifications: In the process of aggregating data for the Statement of Net Position and the Statement of Activities, some amounts reported as interfund activity and balances in the funds were eliminated or reclassified. Interfund receivables and payables were eliminated to minimize the "grossing up" effect on assets and liabilities within the governmental activities column.

Estimates: The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Accordingly, actual results may differ from those estimates.

NOTE 2 – CASH AND INVESTMENTS

Cash and investments at June 30, 2020 are reported at fair value and consisted of the following:

	Governmental Activities			Fiduciary Activities
	Governmental Funds	Proprietary Fund	Total	
Pooled Funds:				
Cash in County Treasury	\$ 164,782,978	\$ 10,544,087	\$ 175,327,065	\$ 41,462,525
Deposits:				
Cash on hand and in banks	2,653,720	948	2,654,668	1,874,706
Cash in revolving fund	227,000	-	227,000	-
Total deposits	2,880,720	948	2,881,668	1,874,706
Investments:				
Cash with fiscal agent	33,923,385	250,000	34,173,385	-
Total cash and investments	\$ 201,587,083	\$ 10,795,035	\$ 212,382,118	\$ 43,337,231

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 2 – CASH AND INVESTMENTS (Continued)

Pooled Funds: In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the interest-bearing Sacramento County Treasurer's Pooled Investment Fund. The District is considered to be an involuntary participant in the financial statements at the amounts based upon the District's pro-rate share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

Deposits - Custodial Credit Risk: The District limits custodial credit risk by ensuring uninsured balances are collateralized by the respective financial institution. Cash balances held in banks are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) and are collateralized by the respective financial institution. At June 30, 2020, the carrying amount of the District's accounts was \$4,756,374 and the bank balance was \$4,137,751. \$1,016,298 of the bank balance was FDIC insured and \$3,121,453 remained uninsured.

Cash with Fiscal Agent: Cash with Fiscal Agent in the Governmental Funds represents funds held by Fiscal Agents restricted for capital projects and repayment of General Obligation Bonds. The District holds their funds with the Sacramento County Treasurer. The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis. Cash with Fiscal Agent held in the Proprietary Fund represents funds held as required by the District's third-party administrator, Self Insurance Authority, for the District's self-insurance activities.

Interest Rate Risk: The District does not have a formal investment policy that limits cash and investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. At June 30, 2020, the District had no significant interest rate risk related to cash and investments held.

Credit Risk: The District does not have a formal investment policy that limits its investment choices other than the limitations of state law.

Concentration of Credit Risk: The District does not place limits on the amount it may invest in any one issuer. At June 30, 2020, the District had no concentration of credit risk.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 3 – INTERFUND TRANSACTIONS

Interfund Activity: Transactions between funds of the District are recorded as transfers, except for the Self-Insurance Fund activity which is recorded as income and expenditures of the Self-Insurance Fund and the funds which incur payroll costs, respectively. The unpaid balances at year end, as a result of such transactions, are shown as due to and due from other funds.

Interfund Receivables/Payables: Individual interfund receivable and payable balances at June 30, 2020 were as follows:

<u>Fund</u>	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
Major Funds:		
General	\$ 2,814,637	\$ 1,635,178
Building Fund	413,090	-
Non-Major Funds:		
Charter Schools	922,442	1,518,724
Adult Education	-	90,982
Child Development	298,262	358,486
Cafeteria	500	659,045
Developer Fees Fund	-	186,262
Self-Insurance	-	254
	<u> </u>	<u> </u>
Totals	<u>\$ 4,448,931</u>	<u>\$ 4,448,931</u>

Transfers: Transfers consist of transfers from funds receiving revenue to funds through which the resources are to be expended.

Transfers for the 2019-2020 fiscal year were as follows:

Transfer from the General Fund to the Adult Education Fund to sustain certificate programs.	\$ 1,600,000
Transfer from the General Fund to the Child Development Fund to sustain child development programs.	1,098,262
Transfer from the Charter Schools Fund to the General Fund for charter fees.	2,226,774
Transfer from the Charter Schools Fund to the General Fund for indirect costs.	395
Transfer from the Adult Education Fund to General Fund for indirect costs.	79,028
Transfer from the Child Development Fund to the General Fund for indirect costs.	572,219
Transfer from the Cafeteria Fund to the General Fund for indirect costs.	642,557
Transfer from the Building Fund to the General Fund for loss claim less unfunded items for gym floor repairs.	<u>77,331</u>
	<u>\$ 6,296,566</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 4 – CAPITAL ASSETS

A schedule of changes in capital assets for the year ended June 30, 2020 is shown below:

	Balance July 1, <u>2019</u>	Transfers and <u>Additions</u>	Transfers and <u>Deductions</u>	Balance June 30, <u>2020</u>
<u>Governmental Activities</u>				
Non-depreciable:				
Land	\$ 21,223,495	\$ -	\$ -	\$ 21,223,495
Work-in-process	77,041,421	46,232,612	44,940,080	78,333,953
Depreciable:				
Buildings	854,110,876	52,862,610	685,879	906,287,607
Site improvements	176,163,425	15,809,367	91,370	191,881,422
Equipment	<u>61,320,933</u>	<u>2,150,384</u>	<u>156,087</u>	<u>63,315,230</u>
Totals, at cost	<u>1,189,860,150</u>	<u>117,054,973</u>	<u>45,873,416</u>	<u>1,261,041,707</u>
Less accumulated depreciation:				
Buildings	(443,603,058)	(23,703,182)	(680,892)	(466,625,348)
Site improvements	(101,997,786)	(8,601,422)	(91,370)	(110,507,838)
Equipment	<u>(43,528,936)</u>	<u>(5,752,584)</u>	<u>(115,765)</u>	<u>(49,165,755)</u>
Total accumulated depreciation	<u>(589,129,780)</u>	<u>(38,057,188)</u>	<u>(888,027)</u>	<u>(626,298,941)</u>
Capital assets, net	<u>\$ 600,730,370</u>	<u>\$ 78,997,785</u>	<u>\$ 44,985,389</u>	<u>\$ 634,742,766</u>

Depreciation expense was charged to governmental activities as follows:

Instruction	\$ 34,359,214
Food services	357,982
All other pupil services	1,515,511
Community services	236,339
All other general administration	1,204,085
Plant services	<u>384,057</u>
Total depreciation expense	<u>\$ 38,057,188</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 5 – SELF-INSURANCE CLAIMS

The District has established a Self-Insurance Fund to account for employee vision benefits, employee dental benefits and workers' compensation plans. The employee vision and dental plans are self insured and contract with a third party administrator for benefits processing. Until July 31, 1998 and from July 1, 2001 through June 30, 2005, the workers' compensation plan provided coverage up to \$250,000 and purchased excess insurance for claims over the retained coverage limit. Between August 1, 1998 and June 30, 2001, and after July 1, 2005, the District purchased insurance for the workers' compensation coverage.

The liability for unpaid claims and claim adjustment expenses represents the ultimate cost of claims that have been reported but not settled and of claims that have been incurred but not reported. These claims will be paid in future years. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. There have been no significant reductions in insurance coverage from coverage in the prior year.

District management recomputes the liability annually using available updated claims data. Annually, the District obtains an actuarial study using a variety of statistical techniques to produce current estimates that consider claim frequency and other economic factors. The liability for workers compensation is based on an actuarial study dated September 3, 2020 and April 5, 2019 for the years ended June 30, 2020 and June 30, 2019, respectively.

The liabilities for unpaid claims and claim adjustment expenses are as follows:

	June 30, <u>2019</u>	June 30, <u>2020</u>
Unpaid claim and claim adjustment expenses, beginning of year	\$ 543,004	\$ 446,188
Total incurred claims and claim adjustment expenses	14,334,946	13,651,736
Total payments	<u>(14,431,762)</u>	<u>(13,749,855)</u>
Total unpaid claims and claim adjustment expenses at end of year	<u>\$ 446,188</u>	<u>\$ 348,069</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 6 – LONG-TERM LIABILITIES

General Obligation Bonds

A summary of General Obligation Bonds payable as of June 30, 2020 follows:

The Series 2007, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 Serial Bonds are authorized pursuant to the Election of 2002 and Election of 2012, and are payable from property taxes levied by the County of Sacramento.

<u>Series</u>	<u>Interest Rate</u>	<u>Original Maturity</u>	<u>Balance July 1, 2019</u>	<u>Current Year Issuance</u>	<u>Current Year Refunded & Matured</u>	<u>Balance June 30, 2020</u>
2007 - CA	4.6 - 4.8%	2032	\$ 26,077,966	\$ -	\$ -	\$ 26,077,966
2011	0.5 - 5.5%	2029	46,850,000	-	4,915,000	41,935,000
2012	2.0 - 5.3%	2031	81,650,000	-	6,675,000	74,975,000
2013 - A	2.0 - 5.0%	2038	12,015,000	-	380,000	11,635,000
2013 - B	5.7%	2038	40,000,000	-	-	40,000,000
2014	2.0 - 5.0%	2027	35,005,000	-	3,040,000	31,965,000
2015	2.0 - 5.0%	2030	27,825,000	-	2,735,000	25,090,000
2015 C1	2.0 - 5.0%	2041	64,515,000	-	1,780,000	62,735,000
2016	2.0-4.0%	2041	12,840,000	-	375,000	12,465,000
2017 - E	3.0-5.0%	2047	97,500,000	-	4,200,000	93,300,000
2017 - C	3.0-5.0%	2047	9,900,000	-	100,000	9,800,000
2018 - F	2.46%	2025	10,000,000	-	5,750,000	4,250,000
2019 - D	2.375-5.0%	2049	-	30,900,000	-	30,900,000
			<u>\$ 464,177,966</u>	<u>\$ 30,900,000</u>	<u>\$ 29,950,000</u>	<u>\$ 465,127,966</u>

The annual requirements to amortize the General Obligation Bonds payable and outstanding as of June 30, 2020 are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 28,705,000	\$ 19,851,901	\$ 48,556,901
2022	29,975,000	18,563,591	48,538,591
2023	19,145,000	17,265,336	36,410,336
2024	23,352,074	18,888,567	42,240,641
2025	24,445,453	18,067,231	42,512,684
2026-2030	129,383,868	78,441,461	207,825,329
2031-2035	59,901,571	55,679,748	115,581,319
2036-2040	91,490,000	23,998,550	115,488,550
2041-2045	35,670,000	7,391,225	43,061,225
2046-2049	23,060,000	1,438,450	24,498,450
	<u>\$ 465,127,966</u>	<u>\$ 259,586,060</u>	<u>\$ 724,714,026</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 6 – LONG-TERM LIABILITIES (Continued)

On October 25, 2007, the District issued 2007 General Obligation Bonds totaling \$64,997,966. Bond proceeds are to be used for construction related projects.

On June 30, 2011, the District issued 2011 General Obligation Refunding Bonds totaling \$79,585,000. Bond proceeds were used to refund a portion of the District's 1999 Series B, 1999 Series C, and General Obligation Refunding Bonds, Series 2001. The refunded bonds have been fully repaid.

On June 14, 2012, the District issued 2012 General Obligation Refunding Bonds totaling \$113,245,000. Bond proceeds were used to advance refund all of the District's 1999 Series B, 1999 Series C, General Obligation Refunding Bonds, Series 2001, and the 2002 Series A. Proceeds were also used to advance refund a portion of the District's 1999 Series D Bonds. The refunded bonds have been fully repaid.

On June 27, 2013, the District issued 2013 Series A and Series B General Obligation Bonds totaling \$70,000,000. Bond proceeds are to be used for construction related projects.

On January 15, 2014, the District issued 2014 General Obligation Refunding Bonds totaling \$44,535,000. Bond proceeds were used to refund a portion of the District's 2002 General Obligation Bonds, Series 2005. The refunded bonds have been fully repaid.

On January 8, 2015, the District issued 2015 General Obligation Refunding Bonds totaling \$32,740,000. Bond proceeds were used to refund the District's 2002, General Obligation Bonds, Series 2005 and 2007. The refunded bonds have been fully repaid.

On May 24, 2016, the District issued 2016 Series D General Obligation Bonds totaling \$14,000,000. Bond proceeds are to be used for construction related projects.

On May 25, 2017, the District issued 2017 Series C and Series E General Obligation Bonds totaling \$122,000,000. Bond proceeds are to be used for construction related projects.

On July 1, 2018, the District issued 2018 Series F General Obligation Bonds totaling \$10,000,000. Bond proceeds are to be used for construction related projects.

On November 21, 2019, the District issued 2019 Series D General Obligation Bonds totaling \$30,900,000. Bond proceeds are to be used for construction related projects.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Lease Revenue Bonds: On February 4, 2014, the District issued Lease Revenue Refunding Bonds, 2014 Series A and Series B, totaling \$44,825,000 and \$29,460,000, respectively. Bond proceeds were used to make lease payments to the District pursuant to the Facility Lease and additionally, advance refund all of the District's 2002 Variable Rate Certificates of Participation (2002 COP). The Series A and Series B Bonds are secured by certain revenues, which consist of rental payments to be made by the District out of its general fund under a facility sublease as well as interest earning on funds held under a trust agreement.

The Lease Revenue Refunding Bonds, 2014 Series A bonds bear interest at rates ranging from 2.0% to 5.0% and are scheduled to mature through 2040 as follows:

Year Ending <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 2,495,000	\$ 1,614,500	\$ 4,109,500
2022	2,625,000	1,489,750	4,114,750
2023	2,770,000	1,358,500	4,128,500
2024	2,915,000	1,220,000	4,135,000
2025	3,025,000	1,074,250	4,099,250
2026-2030	235,000	4,568,000	4,803,000
2031-2035	4,590,000	4,444,250	9,034,250
2036-2040	<u>13,635,000</u>	<u>2,111,500</u>	<u>15,746,500</u>
	<u>\$ 32,290,000</u>	<u>\$ 17,880,750</u>	<u>\$ 50,170,750</u>

The Lease Revenue Refunding Bonds, 2014 Series B bonds bear an interest rate of 4.09% and are scheduled to mature through 2033 as follows:

Year Ending <u>June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 200,000	\$ 1,155,834	\$ 1,355,834
2022	200,000	1,147,654	1,347,654
2023	200,000	1,139,474	1,339,474
2024	200,000	1,131,294	1,331,294
2025	240,000	1,123,114	1,363,114
2026-2030	18,670,000	4,123,947	22,793,947
2030-2033	<u>8,550,000</u>	<u>614,338</u>	<u>9,164,338</u>
	<u>\$ 28,260,000</u>	<u>\$ 10,435,655</u>	<u>\$ 38,695,655</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Schedule of Changes in Long-Term Liabilities: A schedule of changes in long-term liabilities for the year ended June 30, 2020 is shown below:

	Balance <u>July 1, 2019</u>	<u>Additions</u>	<u>Deletions</u>	Balance <u>June 30, 2020</u>	Amounts Due Within <u>One Year</u>
Debt:					
General Obligation Bonds	\$ 464,177,966	\$ 30,900,000	\$ 29,950,000	\$ 465,127,966	\$ 28,705,000
Accreted interest	18,546,706	2,114,310	-	20,661,016	-
Lease Revenue Bonds	63,120,000	-	2,570,000	60,550,000	2,695,000
Premium on issuance	34,229,996	1,331,988	2,530,870	33,031,114	2,530,870
Capitalized lease obligations	2,820	-	2,820	-	-
Other Long-Term Liabilities:					
Net Pension Liability (Notes 8 & 9)	497,997,000	13,060,000	-	511,057,000	-
Net OPEB liability (Note 10)	526,175,712	41,731,317	-	567,907,029	-
Compensated absences	4,568,518	401,955	-	4,970,473	4,970,473
	<u>\$ 1,608,818,718</u>	<u>\$ 89,539,570</u>	<u>\$ 35,053,690</u>	<u>\$ 1,663,304,598</u>	<u>\$ 38,901,343</u>

Payments on the General Obligation Bonds are made from the Bond Interest and Redemption Fund. Principal and interest payments on the Lease Revenue Bonds are made from the Community Facilities Fund and Developer Fees Fund. Payments on the capitalized lease obligations are made from the General Fund. Payments on the Net Pension Liability, Net OPEB liability and compensated absences are made from the fund for which the related employee worked.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 7 – FUND BALANCES

Fund balances, by category, at June 30, 2020 consisted of the following:

	General Fund	Building Fund	Bond Interest and Redemption Fund	All Non-Major Funds	Total
Nonspendable:					
Revolving cash fund	\$ 225,000	\$ -	\$ -	\$ 2,000	\$ 227,000
Stores inventory	<u>104,537</u>	<u>-</u>	<u>-</u>	<u>1,871,400</u>	<u>1,975,937</u>
Subtotal nonspendable	<u>329,537</u>	<u>-</u>	<u>-</u>	<u>1,873,400</u>	<u>2,202,937</u>
Restricted:					
Legally restricted programs:					
Grants	8,586,429	-	-	-	8,586,429
Charter Schools	-	-	-	3,975,366	3,975,366
Adult Education	-	-	-	353,245	353,245
Child Development	-	-	-	15,285	15,285
Cafeteria operations	-	-	-	10,933,658	10,933,658
Capital projects	-	62,467,593	-	22,217,253	84,684,846
Debt service	<u>-</u>	<u>-</u>	<u>42,936,840</u>	<u>-</u>	<u>42,936,840</u>
Subtotal restricted	<u>8,586,429</u>	<u>62,467,593</u>	<u>42,936,840</u>	<u>37,494,807</u>	<u>151,485,669</u>
Assigned:					
Home / Hospital Program	40,000	-	-	-	40,000
Donations	<u>904,497</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>904,497</u>
Subtotal assigned	<u>944,497</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>944,497</u>
Unassigned:					
Designated for economic uncertainty	10,624,585	-	-	-	10,624,585
Unassigned	<u>72,563,563</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>72,563,563</u>
Subtotal unassigned	<u>83,188,148</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>83,188,148</u>
Total fund balances	<u>\$ 93,048,611</u>	<u>\$ 62,467,593</u>	<u>\$ 42,936,840</u>	<u>\$ 39,368,207</u>	<u>\$ 237,821,251</u>

(Continued)

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN

General Information about the State Teachers' Retirement Plan

Plan Description: Teaching-certified employees of the District are provided with pensions through the State Teachers' Retirement Plan (STRP) – a cost-sharing multiple-employer defined benefit pension plan administered by the California State Teachers' Retirement System (CalSTRS). The Teachers' Retirement Law (California Education Code Section 22000 et seq.), as enacted and amended by the California Legislature, established this plan and CalSTRS as the administrator. The benefit terms of the plan may be amended through legislation. CalSTRS issues a publicly available financial report that can be obtained at <http://www.calstrs.com/comprehensive-annual-financial-report>.

Benefits Provided: The STRP Defined Benefit Program has two benefit formulas:

- CalSTRS 2% at 60: Members first hired on or before December 31, 2012, to perform service that could be creditable to CalSTRS.
- CalSTRS 2% at 62: Members first hired on or after January 1, 2013, to perform service that could be creditable to CalSTRS.

The Defined Benefit (DB) Program provides retirement benefits based on members' final compensation, age and years of service credit. In addition, the retirement program provides benefits to members upon disability and to survivors/beneficiaries upon the death of eligible members. There are several differences between the two benefit formulas which are noted below.

CalSTRS 2% at 60

CalSTRS 2% at 60 members are eligible for normal retirement at age 60, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. Early retirement options are available at age 55 with five years of credited service or as early as age 50 with 30 years of credited service. The age factor for retirements after age 60 increases with each quarter year of age to 2.4 percent at age 63 or older. Members who have 30 years or more of credited service receive an additional increase of up to 0.2 percent to the age factor, known as the career factor. The maximum benefit with the career factor is 2.4 percent of final compensation.

CalSTRS calculates retirement benefits based on a one-year final compensation for members who retired on or after January 1, 2001, with 25 or more years of credited service, or for classroom teachers with less than 25 years of credited service if the employer elected to pay the additional benefit cost prior to January 1, 2014. One-year final compensation means a member's highest average annual compensation earnable for 12 consecutive months calculated by taking the creditable compensation that a member could earn in a school year while employed on a full-time basis, for a position in which the person worked. For members with less than 25 years of credited service, final compensation is the highest average annual compensation earnable for any 36 consecutive months of credited service.

CalSTRS 2% at 62

CalSTRS 2% at 62 members are eligible for normal retirement at age 62, with a minimum of five years of credited service. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. An early retirement option is available at age 55. The age factor for retirement after age 62 increases with each quarter year of age to 2.4 percent at age 65 or older.

All CalSTRS 2% at 62 members have their final compensation based on their highest average annual compensation earnable for 36 consecutive months of credited service.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Contributions: Required member, employer and state contribution rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. Contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial cost method.

In June 2019, California Senate Bill 90 (SB 90) was signed into law and appropriated approximately \$2.2 billion in fiscal year 2018–19 from the state's General Fund as contributions to CalSTRS on behalf of employers. The bill requires portions of the contribution to supplant the amounts remitted by employers such that the amounts remitted will be 1.03 and 0.70 percentage points less than the statutorily required amounts due for fiscal years 2019–20 and 2020–21, respectively. The remaining portion of the contribution, approximately \$1.6 billion, was allocated to reduce the employers' share of the unfunded actuarial obligation of the DB Program.

California Assembly Bill 84, Chapter 16, Statutes of 2020, (AB 84) was signed into law in June 2020 and revised certain provisions of Teachers' Retirement Law enacted by SB 90. Specifically, AB 84 repurposed the aforementioned \$1.6 billion contribution originally intended to reduce employers' long-term liabilities, to further supplant employer contributions through fiscal year 2021–22. Pursuant to AB 84, employers will remit contributions to CalSTRS based on a rate that is 2.95% less than the statutory rate for fiscal year 2020–21 and 2.18% less than the rate set by the board for fiscal year 2021–22. Any remaining amounts must be allocated to reduce the employers' share of the unfunded actuarial obligation of the DB Program. The rate reduction for fiscal year 2019-20 under SB 90 was not changed by AB 84. The employer contribution rates set in statute and the CalSTRS board's authority to adjust those rates starting in fiscal year 2021–22 under the CalSTRS Funding Plan were not changed by the passage of SB 90 or AB 84.

A summary of statutory contribution rates and other sources of contributions to the Defined Benefit Program are as follows:

Members - Under CalSTRS 2% at 60, the member contribution rate was 10.25 percent of applicable member earnings for fiscal year 2019-20. Under CalSTRS 2% at 62, members contribute 50 percent of the normal cost of their retirement plan, which resulted in a contribution rate of 10.205 percent of applicable member earnings for fiscal year 2019-20 .

In general, member contributions cannot increase unless members are provided with some type of "comparable advantage" in exchange for such increases. Under previous law, the Legislature could reduce or eliminate the 2 percent annual increase to retirement benefits. As a result of AB 1469, effective July 1, 2014, the Legislature cannot reduce the 2 percent annual benefit adjustment for members who retire on or after January 1, 2014, and in exchange for this "comparable advantage," the member contribution rates have been increased by an amount that covers a portion of the cost of the 2 percent annual benefit adjustment.

Employers – 17.10 percent of applicable member earnings. This rate reflects the original employer contribution rate of 18.13 percent under AB1469, reduced for the 1.03 percentage points to be paid on behalf of employers pursuant to SB 90.

Pursuant to AB 1469, employer contributions will increase from a prior rate of 8.25 percent to a total of 19.1 percent of applicable member earnings phased in over seven years starting in 2014. The new legislation also gives the CalSTRS board limited authority to adjust employer contribution rates from July 1, 2021 through June 2046 in order to eliminate the remaining unfunded actuarial obligation related to service credited to members prior to July 1, 2014. The CalSTRS board cannot adjust the rate by more than 1 percent in a fiscal year, and the total contribution rate in addition to the 8.25 percent cannot exceed 12 percent.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS’ RETIREMENT PLAN (Continued)

The CalSTRS employer contribution rate increases effective for fiscal year 2019-20 through fiscal year 2045-46 are summarized in the table below:

<u>Effective Date</u>	<u>Prior Rate</u>	<u>Increase</u>	<u>Total</u>
July 01, 2019	8.25%	9.88%	17.10% ⁽¹⁾
July 01, 2020	8.25%	10.85%	16.15% ⁽¹⁾
July 01, 2021	8.25%	(2)	(2)
July 01, 2022 to June 30, 2046	8.25%	(2)	(2)
July 01, 2046	8.25%	Increase from prior rate ceases in 2046-47	

- 1) Pursuant to SB 90 and AB 84, the fiscal year 2018-19 state contribution of approximately \$2.2 billion made in advance on behalf of employers will be used to pay the contributions required by employers for the 2019-20, 2020-21 and 2021-22 fiscal years, such that employers will remit 1.030%, 2.950% and 2.180% less, respectively, than is required by the CalSTRS Funding Plan. The rate above reflects this reduction.
- 2) The CalSTRS Funding Plan authorizes the board to adjust the employer contribution rate up or down 1% each year, but no higher than 20.25% total and no lower than 8.25%.

The District contributed \$36,383,635 to the plan for the fiscal year ended June 30, 2020.

State – 10.328 percent of the members’ creditable earnings from the fiscal year ending in the prior calendar year.

Also as a result of AB 1469, the additional state appropriation required to fully fund the benefits in effect as of 1990 by 2046 is specific in subdivision (b) of Education Code Section 22955.1. The increased contributions end as of fiscal year 2045-2046.

The state’s base contribution to the Defined Benefit Program is calculated based on creditable compensation from two fiscal years prior. The state rate increased to 5.811 percent on July 1, 2019 to continue paying down the unfunded liabilities associated with the benefits structure that was in place in 1990 prior to certain enhancements in benefits and reductions in contributions. Additionally, the enactment of SB 90 will result in future supplemental contributions to be made by the state to pay down its portion of the unfunded actuarial obligation of the Defined Benefit Program in fiscal years 2019-29 through 2022-23.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

The CalSTRS state contribution rates effective for fiscal year 2019-20 and beyond are summarized in the table below.

<u>Effective Date</u>	<u>Base Rate</u>	<u>AB 1469 Increase For 1990 Benefit Structure</u>	<u>SBMA Funding⁽¹⁾</u>	<u>Total State Appropriation to DB Program</u>
July 01, 2019	2.017%	5.811%	2.50%	10.328% ⁽²⁾
July 01, 2020	2.017%	5.811% ⁽³⁾	2.50%	10.328% ⁽²⁾
July 01, 2021 to June 30, 2046	2.017%	(4)	2.50%	(4)
July 1, 2046 and thereafter	2.017%	(5)	2.50%	(5)

- 1) This rate does not include the \$72 million reduction in accordance with Education Code Section 22954.
- 2) This rate does not include the \$2.2 billion supplemental state contribution on behalf of employers pursuant to SB 90.
- 3) In May 2020, the CalSTRS board exercised its limited authority to increase the state contribution rate by 0.5% of the creditable compensation effective July 1, 2020. However, pursuant to AB 84, the state suspended the board's rate-setting authority for state contributions for fiscal year 2020–21, thereby negating the board's rate increase of 0.5%.
- 4) The CalSTRS board has limited authority to adjust state contribution rates annually through June 30, 2046 in order to eliminate the remaining unfunded actuarial obligation associated with the 1990 benefit structure. The board cannot increase the rate by more than 0.50 percent in a fiscal year, and if there is no unfunded actuarial obligation, the contribution rate imposed to pay for the 1990 benefit structure would be reduced to 0 percent.
- 5) From July 1, 2046, and thereafter, the rates in effect prior to July 1, 2014, are reinstated, if necessary, to address any remaining 1990 unfunded actuarial obligation.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2020, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the net pension liability	\$ 357,334,000
State's proportionate share of the net pension liability associated with the District	<u>194,951,000</u>
	<u>\$ 552,285,000</u>

The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school Districts and the State. At June 30, 2019 the District's proportion was 0.396 percent, which was an increase of 0.011 percent from its proportion measured as of June 30, 2018.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

For the year ended June 30, 2020, the District recognized pension expense of \$84,495,834 and revenue of \$32,845,747 for support provided by the State. At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 902,000	\$ 10,069,000
Changes of assumptions	45,195,000	-
Net differences between projected and actual earnings on investments	-	13,765,000
Changes in proportion and differences between District contributions and proportionate share of contributions	36,776,000	16,265,000
Contributions made subsequent to measurement date	<u>36,383,635</u>	<u>-</u>
Total	<u>\$ 119,256,635</u>	<u>\$ 40,099,000</u>

\$36,383,635 reported as deferred outflows of resources related to pensions resulting from contributions made subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending <u>June 30,</u>	
2021	\$ 13,579,200
2022	\$ 4,036,200
2023	\$ 7,088,700
2024	\$ 16,284,700
2025	\$ 1,577,200
2026	\$ 208,000

Differences between expected and actual experience and changes in assumptions and changes in proportion and differences between District contributions and proportionate share of contributions are amortized over a closed period equal to the average remaining service life of plan members, which is 7 years as of the June 30, 2019 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5-year period.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Actuarial Methods and Assumptions: The total pension liability for the STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2018, and rolling forward the total pension liability to June 30, 2019. The financial reporting actuarial valuation as of June 30, 2018, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2018
Experience Study	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.10%
Consumer Price Inflation	2.75%
Wage Growth	3.50%
Post-retirement Benefit Increases	2.00% simple for DB Not applicable for DBS/CBB

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant as an input to the process. The actuarial investment rate of return assumption was adopted by the CalSTRS board in February 2017 in conjunction with the most recent experience study. For each future valuation, CalSTRS consulting actuary reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized in the following table:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term* Expected Real Rate of Return</u>
Global Equity	47%	4.8%
Fixed Income	12	1.3
Real Estate	13	3.6
Private Equity	13	6.3
Absolute Return / Risk Mitigating Strategies	9	1.8
Inflation Sensitive	4	3.3
Cash / Liquidity	2	(0.4)

* 20-year geometric average

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 8 – NET PENSION LIABILITY – STATE TEACHERS' RETIREMENT PLAN (Continued)

Discount Rate: The discount rate used to measure the total pension liability was 7.10 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increase per AB 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.10 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.10 percent) or 1-percentage-point higher (8.10 percent) than the current rate:

	1% Decrease (6.10%)	Current Discount Rate (7.10%)	1% Increase (8.10%)
District's proportionate share of the net pension liability	<u>\$ 532,100,000</u>	<u>\$ 357,334,000</u>	<u>\$ 212,420,000</u>

Pension Plan Fiduciary Net Position: Detailed information about the pension plan's fiduciary net position is available in the separately issued CalSTRS financial report.

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER'S RETIREMENT FUND B

General Information about the Public Employer's Retirement Fund B

Plan Description: The schools cost-sharing multiple-employer defined benefit pension plan Public Employer's Retirement Fund B (PERF B) is administered by the California Public Employees' Retirement System (CalPERS). Plan membership consists of non-teaching and non-certified employees of public schools (K-12), community college districts, offices of education, charter and private schools (elective) in the State of California.

The Plan was established to provide retirement, death and disability benefits to non-teaching and noncertified employees in schools. The benefit provisions for Plan employees are established by statute. CalPERS issues a publicly available financial report that can be obtained at obtained at:

<https://www.calpers.ca.gov/docs/forms-publications/cafr-2019.pdf>

Benefits Provided: The benefits for the defined benefit plans are based on members' years of service, age, final compensation, and benefit formula. Benefits are provided for disability, death, and survivors of eligible members or beneficiaries. Members become fully vested in their retirement benefits earned to date after five years (10 years for State Second Tier members) of credited service.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

Contributions: The benefits for the defined benefit pension plans are funded by contributions from members and employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer’s benefit formulas. Employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Employer contributions, including lump sum contributions made when districts first join PERF B, are credited with a market value adjustment in determining contribution rates.

The required contribution rates of most active plan members are based on a percentage of salary in excess of a base compensation amount ranging from zero dollars to \$863 monthly.

Required contribution rates for active plan members and employers as a percentage of payroll for the year ended June 30, 2020 were as follows:

Members - The member contribution rate was 7.00 percent of applicable member earnings for fiscal year 2019-20.

Employers - The employer contribution rate was 19.72 percent of applicable member earnings.

The District contributed \$13,529,537 to the plan for the fiscal year ended June 30, 2020.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2020, the District reported a liability of \$153,723,000 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018. The District's proportion of the net pension liability was based on the District's share of contributions to the pension plan relative to the contributions of all participating school Districts. At June 30, 2019, the District's proportion was 0.527 percent, which was a decrease of 0.014 percent from its proportion measured as of June 30, 2018.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

For the year ended June 30, 2020, the District recognized pension expense of \$33,494,324. At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 11,166,000	\$ -
Changes of assumptions	7,318,000	-
Net differences between projected and actual earnings on investments	-	1,426,000
Changes in proportion and differences between District contributions and proportionate share of contributions	2,118,000	2,224,000
Contributions made subsequent to measurement date	<u>13,529,537</u>	<u>-</u>
Total	<u>\$ 34,131,537</u>	<u>\$ 3,650,000</u>

\$13,529,537 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending <u>June 30,</u>	
2021	\$ 13,439,667
2022	\$ 2,414,667
2023	\$ 693,666
2024	\$ 404,000

Differences between expected and actual experience, change in proportion and changes in assumptions are amortized over a closed period equal to the average remaining service life of plan members, which is 4 years as of the June 30, 2019 measurement date. Deferred outflows and inflows related to differences between projected and actual earnings on plan investments are netted and amortized over a closed 5- year period.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

Actuarial Methods and Assumptions: The total pension liability for the Plan was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2018, and rolling forward the total pension liability to June 30, 2019. The financial reporting actuarial valuation as of June 30, 2018, used the following actuarial methods and assumptions, applied to all prior periods included in the measurement:

Valuation Date	June 30, 2018
Experience Study	June 30, 1997 through June 30, 2015
Actuarial Cost Method	Entry age normal
Investment Rate of Return	7.15%
Consumer Price Inflation	2.75%
Wage Growth	Varies by entry age and service
Post-retirement Benefit Increases	Contract COLA up to 2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power applies 2.75% thereafter

The mortality table used was developed based on CalPERS specific data. The table includes 15 years of mortality improvements using Society of Actuaries 90 percent of scale MP 2016. For more details on this table, please refer to the 2017 experience study report.

All other actuarial assumptions used in the June 30, 2018 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. Further details of the Experience Study can be found at CalPERS’ website.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation.

<u>Asset Class</u>	<u>Long-Term* Assumed Asset Allocation</u>	<u>Expected Real Rate of Return Years 1 - 10 (1)</u>	<u>Expected Real Rate of Return Years 11+ (2)</u>
Global Equity	50%	4.80%	5.98%
Fixed Income	28	1.00	2.62
Inflation Assets	-	0.77	1.81
Private Equity	8	6.30	7.23
Real Estate Assets	13	3.75	4.93
Liquidity	1	-	(0.92)

* 10-year geometric average
(1) An expected inflation rate of 2.00% used for this period
(2) An expected inflation rate of 2.92% used for this period

Discount Rate: The discount rate used to measure the total pension liability was 7.15 percent. A projection of the expected benefit payments and contributions was performed to determine if assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for the Plan. The results of the crossover testing for the Plan are presented in a detailed report that can be obtained at CalPERS’ website.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 9 – NET PENSION LIABILITY – PUBLIC EMPLOYER’S RETIREMENT FUND B (Continued)

The long-term expected rate of return on pension plan investments was determined using a building- block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected cash flows of the Plan. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the Plan’s asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

Sensitivity of the District’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:

The following presents the District’s proportionate share of the net pension liability calculated using the discount rate of 7.15 percent, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.15 percent) or 1-percentage-point higher (8.15 percent) than the current rate:

	1% Decrease (6.15%)	Current Discount Rate (7.15%)	1% Increase (8.15%)
District’s proportionate share of the net pension liability	<u>\$ 221,582,000</u>	<u>\$ 153,723,000</u>	<u>\$ 97,430,000</u>

Pension Plan Fiduciary Net Position: Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalPERS financial report.

NOTE 10 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

General Information - Other Postemployment Benefits Plan (OPEB)

Plan Description: In addition to the pension benefits described in Notes 8 and 9, the District provides postemployment health care benefits to eligible employees and their dependents under a single employer defined benefit OPEB plan. The plan does not issue separate financial statements.

The District established an irrevocable trust under the California Employer’s Retiree Benefit Trust Program (CERBT) to prefund the costs of other postemployment benefits. The funds in the CERBT are held in trust and will be administered by the California Public Employees’ Retirement System (CalPERS) as an agent multiple-employer plan. Benefit provisions are established and may be amended by District labor agreements which are approved by the Board of Education. The District’s contributions to the irrevocable trust is included in the CERBT, which is included in the CalPERS CAFR. Copies of the CalPERS’ CAFR may be obtained from the CalPERS Executive Office – 400 P Street – Sacramento, CA 95814.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 10 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

The CERBT fund, which is an Internal Revenue Code (IRC) Section 115 Trust, is set up for the purpose of (i) receiving employer contributions to prefund health and other post-employment benefits for retirees and their beneficiaries, (ii) invest contributed amounts and income therein, and (iii) disburse contributed amounts and income therein, if any, to pay for costs of administration of the fund and to pay for health care costs or other post-employment benefits in accordance with the terms of the District's OPEB plan.

Benefits Provided: Sacramento City Unified School District's Retired Employees Healthcare Plan (REHP), is a single employer defined benefit healthcare plan administered by the Sacramento City Unified School District. The plan does not issue separate financial statements. REHP provides medical insurance benefits to eligible retirees. Benefits are a negotiated component of each bargaining unit agreement. Currently, eligible retirees receive health care benefits that are paid 100% by the District. District teachers qualify for these benefits after attaining age 55 with at least five years of consecutive service to the District, age 50 with 30 years of service (if a member prior to January 1, 2013), or approved disability retirement with 5 years of service. CalPERS employees qualify for benefits after attaining age 50 (age 52, if a new CalPERS member on or after January 1, 2013) with 5 years of State or public agency service or approved disability and meeting the requirements outlined in their respective bargaining agreements.

The District's Governing Board has the authority to establish or amend the benefit terms offered by the Plan. The District's Governing Board also retains the authority to establish the requirements for paying the Plan benefits as they come due.

Employees Covered by Benefit Terms: The following is a table of plan participants as of the June 30, 2018 valuation:

	<u>Number of Participants</u>
Inactive Plan members, covered spouses, or beneficiaries currently receiving benefits	3,118
Active employees	<u>4,278</u>
	<u><u>7,396</u></u>

Contributions: California Government Code specifies that the District's contribution requirements for covered employees are established and may be amended by the Governing Board. Contributions to the Plan are voluntary. Contributions to the Plan from the District were \$26,713,074 for the year ended June 30, 2020.

OPEB Plan Investments: The plan discount rate of 3.90% was determined using the following asset allocation and assumed rate of return blended with the 20-year high grade municipal bond rate as of June 30, 2019:

<u>Asset Class</u>	<u>Long-Term* Assumed Asset Allocation</u>	<u>Expected Real Rate of Return Year 1 - 10</u>	<u>Expected Real Rate of Return Years 11+</u>
Global Equity	59%	4.80%	5.98%
Fixed Income	25	1.10	2.62
Treasury Inflation-Protected Securities	5	0.25	1.46
Real Estate Investment Trusts	8	3.20	5.00
Commodities	3	1.50	2.87
<small>*Geometric average</small>			

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 10 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Rolling periods of time for all asset classes in combination we used to appropriately reflect correlation between asset classes. This means that the average returns for any asset class do not necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. Additionally, the historic 30-year real rates of return for each asset class along with the assumed long-term inflation assumption was used to set the discount rate. The investment return was offset by assumed investment expenses of 25 basis points. It was further assumed that contributions to the plan would be sufficient to fully fund the obligation over a period not to exceed 30 years.

Money-weighted rate of return on OPEB plan investments 7.00%

The money-weighted rate of return expresses investment performance, net of OPEB plan investment expenses, adjusted for the changing amounts actually invested.

Actuarial Assumptions: The total OPEB liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Valuation date	June 30, 2018
Measurement date	June 30, 2019
Funding Method	Entry age normal, level percent of pay
General Inflation Rate	2.75%
Long Term Return on Assets	7.00% as of June 30, 2019 and June 30, 2018, net of plan investment expenses and including inflation
Discount rate	3.90% as of June 30, 2019, determined by the blending of the asset returns and the 20-year high grade municipal bond rate as of June 30, 2019.
Salary increase	3.25% per year, used only to allocate the cost of benefits between service years
Assumed Wage inflation	3.0% per year; used as a component of assumed salary increases
Health care cost trend rate	7.00% for 2020 and 2019, decreasing 0.5 percent per year thereafter to an ultimate rate of 5.00% for year 2024 and later years.
Mortality	For certificated employees the 2016 CalSTRS mortality tables were used For classified employees the 2017 CalPERS active mortality for miscellaneous employees were used

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 10 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

Participants Valued	Only current active employees and retired participants and covered dependents are valued. No future entrants are considered in this valuation
Participation Rate	<p>Active Employees: 100% of active benefits-eligible employees who qualify for District paid retiree premiums are assumed to elect to continue their current plan coverage in retirement. Those not currently covered are assumed to elect as follows: 1) Waiving SCTA Actives - SCTA Opt-Out Subsidy; 2) Waiving Non-SCTA Actives - Kaiser HMO (Mgmt/Class)</p> <p>15% of active employees who qualify access to coverage in retirement, but not for District paid premiums are assumed to continue medical coverage in retirement.</p> <p>Retired Participants: Existing medical plan elections are assumed to be continued until age 65 (Medicare eligibility)</p>

Changes in the Net OPEB Liability:

	Total OPEB Liability (a)	Total Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance, June 30, 2019	\$ 598,953,650	\$ 72,777,938	\$ 526,175,712
Changes for the year:			
Service cost	20,002,277	-	20,002,277
Interest	25,888,179	-	25,888,179
Assumption changes	29,041,398	-	29,041,398
Employer contributions	-	28,640,257	(28,640,257)
Interest income	-	4,575,947	(4,575,947)
Administrative expense	-	(15,667)	15,667
Benefit payments	<u>(19,644,632)</u>	<u>(19,644,632)</u>	<u>-</u>
Net change	<u>55,287,222</u>	<u>13,555,905</u>	<u>41,731,317</u>
Balance, June 30, 2020	<u>\$ 654,240,872</u>	<u>\$ 86,333,843</u>	<u>\$ 567,907,029</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 10 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

The changes in assumptions include a change in the discount rate from 4.25% in the prior valuation, to 3.90% in the current valuation.

There were no changes between the measurement date and the year ended June 30, 2020, which had a significant effect on the District's total OPEB liability.

Sensitivity of the Net OPEB Liability to Assumptions: The following presents the net OPEB liability calculated using the discount rate of 3.90 percent. The schedule also shows what the net OPEB liability would be if it were calculated using a discount rate that is 1 percent lower (2.90 percent) and 1 percent higher (4.90%):

	1% Decrease <u>(2.90%)</u>	Current Discount Rate <u>(3.90%)</u>	1% Increase <u>(4.90%)</u>
Net OPEB liability	\$ <u>680,417,075</u>	\$ <u>567,907,029</u>	\$ <u>477,758,060</u>

The following table presents the net OPEB liability calculated using the health care cost trend rate of 7.0 percent. The schedule also shows what the net OPEB liability would be if it were calculated using a health care cost trend rate that is 1 percent lower (6.0 percent) and 1 percent higher (8.0 percent):

	1% Decrease <u>(6.0%)</u>	Healthcare Cost Trend Rates Rate <u>(7.0%)</u>	1% Increase <u>(8.0%)</u>
Net OPEB liability	\$ <u>464,440,466</u>	\$ <u>567,907,029</u>	\$ <u>715,961,655</u>

OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2020, the District recognized OPEB expense of \$90,893. At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows <u>of Resources</u>	Deferred Inflows <u>of Resources</u>
Difference between expected and actual experience	\$ 3,644,417	\$ 101,056,331
Changes of assumptions	24,956,814	109,273,035
Net differences between projected and actual earnings on investments	-	42,731
Benefits paid subsequent to measurement date	<u>26,713,074</u>	<u>-</u>
Total	<u>\$ 55,314,305</u>	<u>\$ 210,372,097</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2020

NOTE 10 – OTHER POSTEMPLOYMENT BENEFITS (OPEB) (Continued)

\$26,713,074 reported as deferred outflows of resources related to benefits paid subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending <u>June 30,</u>	
2021	\$ (40,406,477)
2022	\$ (40,406,477)
2023	\$ (40,153,357)
2024	\$ (35,218,006)
2025	\$ (26,730,764)
Thereafter	\$ 1,144,215

Differences between projected and actual earnings on investment are amortized over a closed period of 5 years as of the June 30, 2019 measurement date. Changes in assumptions and differences between expected and actual experience are amortized over a closed period of 7.11 years as of the June 30, 2019 measurement date.

NOTE 11 – JOINT POWERS AGREEMENTS

Schools Insurance Authority: The District is a member with other school districts of a Joint Powers Authority, Schools Insurance Authority (SIA), for the operation of a common risk management and insurance program for property and liability coverage. The joint powers agency is to be self-sustaining through member premiums. SIA enters into insurance agreements for coverage above self-insured retention layers, whereby it cedes various amounts of risk to other insurance companies or joint power authorities. SIA's Property, Liability and Workers' Compensation Programs provide self-insured retention of \$100,000, \$750,000 and \$1,000,000 per incident, respectively. The District continues to carry commercial insurance for all other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. There have been no significant reductions in insurance coverage from coverage in the prior year. The following is a summary of financial information for SIA at June 30, 2020:

Total assets	\$ 196,612,352
Deferred outflows	\$ 1,899,536
Total liabilities	\$ 82,789,071
Deferred inflows	\$ 782,679
Total net position	\$ 114,940,138
Total revenues	\$ 78,904,293
Total expenses	\$ 58,333,119
Change in net position	\$ 20,571,174

The relationship between the District and the Joint Powers Authority is such that the Joint Powers Authority is not a component unit of the District for financial reporting purposes.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 12 – COVID -19 IMPACT

In December 2019, a novel strain of coronavirus surfaced (COVID-19) and spread around the world, with resulting business and social disruption. In response to the pandemic and in compliance with various state and local ordinances, the District closed physical campuses and transitioned to a distance learning model. On March 13, 2020, the Governor of California issued Executive Order N-26 – 20, guaranteeing state funding to support the continued payment of salaries and benefits to all employees through June 30, 2020.

The operations and business results of the District could be adversely affected in the future including a reduction in the level of funding and impact to the timing of cash flows. In addition, significant estimates may be adversely impacted by national, state and local events designed to contain the coronavirus. Debt ratings for outstanding issuances may further be impacted. For the 2021 school year, the District is offering instruction in formats consistent with local health guidelines. Throughout the pandemic the District has put into practice a number of safety measures to protect students and employees and will continue to revise them as needed.

NOTE 13 – CONTINGENCIES

The District is subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect the financial position or results of operations of the District.

The District has received federal and state funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could result in expenditure disallowances under terms of the grants, it is management's opinion that any required reimbursements of future revenue offsets subsequently determined will not have a material effect on the District's financial position or results of operations.

At June 30, 2020, the District had approximately \$13,300,000 in outstanding construction contract commitments.

NOTE 14 – MANAGMENT'S PLANS

Since September 2018 when the Sacramento County Office of Education (SCOE) disapproved the District's adopted General Fund budget for the 2018-19 fiscal year, the Board of Education, Superintendent, management, staff, and labor partners have been collaborating to identify solutions that would address the structural deficit for current and future fiscal years' financial projections.

Due to Education Code provision, the District's financial position resulted in a series of actions including a Fiscal Health Risk Analysis by the Fiscal Crisis and Management Assistance Team (FCMAT) and an audit by the California State Auditor. Additionally, SCOE appointed a fiscal advisor to work with the District to review the budget for accuracy and provide assistance to District staff.

In December 2018, FCMAT issued the results of its analysis that concluded, unless changes are made, the District is at risk of insolvency, which leads to a state loan and an appointed administrator. The analysis focused on identifying district systems and processes where improvements can be made. Immediately, the District began taking steps to implement business process changes and adopt FCMAT's recommendations. Additionally, in December of 2019, the State Auditor issued its independent performance audit report on the fiscal condition of the District. The report includes several recommendations to assist the District in moving towards fiscal solvency.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO FINANCIAL STATEMENTS
June 30, 2020

NOTE 14 – MANAGMENT'S PLANS (Continued)

The District's proposed 2019-20 Budget continued a structural deficit into 2019-20 to allow for the time necessary to negotiate a solution that achieves long-term cost savings. SCOE recognized that the District made considerable progress towards stabilizing the budget, but disapproved the budget since the District expected to be \$27 million short of the minimum required reserve in 2021-22 without an agreed upon solution. Insolvency was delayed but not eliminated.

The financial status as of the 2020-21 First Interim Financial Report projects that ongoing reductions of \$30 million are still required in order to balance the budget, satisfy the state-mandated 2% reserve and avoid the fiscal crisis. A Student-Centered Fiscal Recovery Plan presented to the Board of Education on January 26, 2021, provided a list of options subject to negotiations that could achieve a \$30 million solution. At the February 4, 2021 Board Meeting, the Board of Trustees approved a Student-Centered Fiscal Recovery Plan in the amount of \$4.5 million. As of the 2020-21 Second Interim Financial Report the District projects an improvement in its fund balances due to projected one-time savings as a result of the COVID-19 pandemic. However, the District still needs an on-going Fiscal Recovery Plan of \$28 million in order to balance the budget and avoid a fiscal crisis.

Similar to many other districts within the State, the District continues to face challenges with declining student enrollment, average daily attendance percentages, and unduplicated student group percentages. These are all variables that impact the District's basis for revenues. Furthermore, additional cost pressures compound the above challenges due to escalating employer pension costs, escalating healthcare costs and increased contributions from the Unrestricted General Fund to meet student needs in the Special Education program.

The General Fund's historical trend of deficit spending has adversely affected the District's financial condition and its ability to meet future financial obligations. Although the District has taken measures to reduce expenditures and increase reserves over the last fiscal year, the District's projected deficit persists in the multi-year projections as of the 2020-2021 Second Interim Financial Report. The District was granted cash deferral exemptions for the months of April and May 2021 and due to school closures during the 2020-21 fiscal year, the District is projecting to avoid \$40 million in one-time operational costs. These two factors improved the District's cash balances and is projected to remain positive at June 30 for all three fiscal years 2020-2021, 2021-2022 and 2022-2023.

As of the date of these financial statements, the District has not achieved sufficient reductions to resolve the ongoing structural budget deficit which is projected to increase in future years. The District will continue to evaluate its programs and staffing levels, and other supply and services expenditures in order to determine whether additional non-negotiable savings may be achieved.

REQUIRED SUPPLEMENTARY INFORMATION

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
For the Year Ended June 30, 2020

	<u>Budget</u>		<u>Actual</u>	Variance
	<u>Original</u>	<u>Final</u>		Favorable (Unfavorable)
Revenues:				
LCFF:				
State apportionment	\$ 320,520,973	\$ 316,071,027	\$ 313,649,770	\$ (2,421,257)
Local sources	<u>91,276,258</u>	<u>95,050,581</u>	<u>100,059,346</u>	<u>5,008,765</u>
Total LCFF	<u>411,797,231</u>	<u>411,121,608</u>	<u>413,709,116</u>	<u>2,587,508</u>
Federal sources	66,583,550	66,717,951	51,917,179	(14,800,772)
Other state sources	72,319,786	75,072,262	78,372,218	3,299,956
Other local sources	<u>9,090,755</u>	<u>10,805,695</u>	<u>9,950,079</u>	<u>(855,616)</u>
Total revenues	<u>559,791,322</u>	<u>563,717,516</u>	<u>553,948,592</u>	<u>(9,768,924)</u>
Expenditures:				
Current:				
Certificated salaries	222,800,621	219,486,692	209,808,827	9,677,865
Classified salaries	62,778,941	63,141,028	60,163,620	2,977,408
Employee benefits	177,606,806	174,957,169	175,948,151	(990,982)
Books and supplies	41,196,691	22,511,195	11,145,790	11,365,405
Contract services and operating expenditures	75,194,802	80,211,336	65,548,240	14,663,096
Other outgo	471,000	907,438	1,150,697	(243,259)
Capital outlay	627,792	9,495,093	8,361,223	1,133,870
Debt service:				
Principal retirement	<u>10,300</u>	<u>10,300</u>	<u>2,820</u>	<u>7,480</u>
Total expenditures	<u>580,686,953</u>	<u>570,720,251</u>	<u>532,129,368</u>	<u>38,590,883</u>
(Deficiency) excess of revenues (under) over expenditures	<u>(20,895,631)</u>	<u>(7,002,735)</u>	<u>21,819,224</u>	<u>28,821,959</u>
Other financing sources (uses):				
Transfers in	4,022,539	3,650,043	3,598,304	(51,739)
Transfers out	<u>(1,833,785)</u>	<u>(2,594,535)</u>	<u>(2,698,262)</u>	<u>(103,727)</u>
Total other financing sources (uses)	<u>2,188,754</u>	<u>1,055,508</u>	<u>900,042</u>	<u>(155,466)</u>
Change in fund balance	(18,706,877)	(5,947,227)	22,719,266	28,666,493
Fund balance, July 1, 2019	<u>70,329,345</u>	<u>70,329,345</u>	<u>70,329,345</u>	<u>-</u>
Fund balance, June 30, 2020	<u>\$ 51,622,468</u>	<u>\$ 64,382,118</u>	<u>\$ 93,048,611</u>	<u>\$ 28,666,493</u>

See accompanying note to required supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS
For the Year Ended June 30, 2020

Last 10 Fiscal Years

	<u>2018</u>	<u>2019</u>	<u>2020</u>
TOTAL OPEB LIABILITY			
Service cost	\$ 33,273,763	\$ 28,429,909	\$ 20,002,277
Interest on total OPEB liability	24,982,078	28,454,100	25,888,179
Differences between expected and actual experience	-	(135,537,910)	-
Changes of assumptions	(89,783,252)	(83,559,205)	29,041,398
Benefit payments	<u>(20,462,037)</u>	<u>(19,351,654)</u>	<u>(19,644,632)</u>
Net change in total OPEB liability	(51,989,448)	(181,564,760)	55,287,222
Total OPEB liability - beginning of year (a)	<u>832,507,858</u>	<u>780,518,410</u>	<u>598,953,650</u>
Total OPEB liability - end of year (b)	<u>\$ 780,518,410</u>	<u>\$ 598,953,650</u>	<u>\$ 654,240,872</u>
PLAN FIDUCIARY NET POSITION			
Contributions - employer	\$ 48,000,844	\$ 33,078,830	\$ 28,640,257
Net investment income	3,951,473	4,395,048	4,575,947
Administrative expenses	(19,446)	(29,756)	(15,667)
Other expenses	-	(72,482)	-
Benefit payments	<u>(20,462,037)</u>	<u>(19,351,654)</u>	<u>(19,644,632)</u>
Change in plan fiduciary net position	31,470,834	18,019,986	13,555,905
Fiduciary trust net position - beginning of year (c)	<u>23,287,118</u>	<u>54,757,952</u>	<u>72,777,938</u>
Fiduciary trust net position - end of year (d)	<u>\$ 54,757,952</u>	<u>\$ 72,777,938</u>	<u>\$ 86,333,843</u>
Net OPEB liability - beginning (a) - (c)	<u>\$ 809,220,740</u>	<u>\$ 725,760,458</u>	<u>\$ 526,175,712</u>
Net OPEB liability - ending (b) - (d)	<u>\$ 725,760,458</u>	<u>\$ 526,175,712</u>	<u>\$ 567,907,029</u>
Plan fiduciary net position as a percentage of the total OPEB liability	7%	12%	13%
Covered employee payroll	\$ 263,777,849	\$ 284,495,904	\$ 271,833,894
Net OPEB liability as a percentage of covered employee payroll	275%	185%	209%

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively.

See accompanying note to required supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF DISTRICT'S CONTRIBUTIONS - OPEB
For the Year Ended June 30, 2020

Other Postemployment Benefits
Last 10 Fiscal Years

	<u>2018</u>	<u>2019</u>	<u>2020*</u>
Actuarially determined contribution	\$ 41,766,451	\$ 29,997,546	\$ 30,861,105
Contributions in relation to the actuarially determined contribution	<u>(33,078,830)</u>	<u>(28,640,257)</u>	<u>(26,713,074)</u>
Contribution deficiency (excess)	<u>\$ 8,687,621</u>	<u>\$ 1,357,289</u>	<u>\$ 4,148,031</u>
Covered employee payroll	\$ 284,495,904	\$ 271,833,894	\$ 279,376,002
Contributions as a percentage of covered employee payroll	11.63%	10.54%	9.56%

*The ADC for the District's fiscal year end June 30, 2020 was determined as part of the June 30, 2019 valuation using a 3.90% discount rate.

This is a 10 year schedule, however the information in this schedule is not required to be presented retrospectively.

See accompanying note to required supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the Year Ended June 30, 2020

	State Teachers' Retirement Plan Last 10 Fiscal Years					
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
District's proportion of the net pension liability	0.382%	0.375%	0.371%	0.372%	0.385%	0.396%
District's proportionate share of the net pension liability	\$ 233,056,000	\$ 252,331,000	\$ 299,780,000	\$ 344,390,000	\$ 353,827,000	\$ 357,334,000
State's proportionate share of the net pension liability associated with the District	<u>134,692,000</u>	<u>133,455,000</u>	<u>170,676,000</u>	<u>203,739,000</u>	<u>202,583,000</u>	<u>194,951,000</u>
Total net pension liability	<u>\$ 367,748,000</u>	<u>\$ 385,786,000</u>	<u>\$ 470,456,000</u>	<u>\$ 548,129,000</u>	<u>\$ 556,410,000</u>	<u>\$ 552,285,000</u>
District's covered payroll	\$ 170,012,000	\$ 173,962,000	\$ 184,718,000	\$ 197,366,000	\$ 202,167,000	\$ 220,584,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	137.08%	145.05%	162.29%	174.49%	175.02%	161.99%
Plan fiduciary net position as a percentage of the total pension liability	76.52%	74.02%	70.04%	69.46%	70.99%	72.56%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

All years prior to 2015 are not available.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the Year Ended June 30, 2020

	Public Employer's Retirement Fund B Last 10 Fiscal Years					
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
District's proportion of the net pension liability	0.541%	0.534%	0.533%	0.518%	0.541%	0.527%
District's proportionate share of the net pension liability	\$ 61,440,000	\$ 78,659,000	\$ 105,299,000	\$ 123,753,000	\$ 144,170,000	\$ 153,723,000
District's covered payroll	\$ 56,813,000	\$ 59,079,000	\$ 63,963,000	\$ 66,095,000	\$ 72,476,000	\$ 73,410,000
District's proportionate share of the net pension liability as a percentage of its covered payroll	108.14%	133.14%	164.62%	187.24%	198.92%	209.40%
Plan fiduciary net position as a percentage of the total pension liability	83.38%	79.43%	73.89%	71.87%	70.85%	70.05%

The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

All years prior to 2015 are not available.

See accompanying note to required supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
 For the Year Ended June 30, 2020

State Teachers' Retirement Plan
 Last 10 Fiscal Years

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Contractually required contribution	\$ 15,447,858	\$ 19,820,280	\$ 24,828,643	\$ 29,172,733	\$ 35,911,088	\$ 36,383,635
Contributions in relation to the contractually required contribution	<u>(15,447,858)</u>	<u>(19,820,280)</u>	<u>(24,828,643)</u>	<u>(29,172,733)</u>	<u>(35,911,088)</u>	<u>(36,383,635)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 173,962,000	\$ 184,718,000	\$ 197,366,000	\$ 202,167,000	\$ 220,584,000	\$ 212,770,000
Contributions as a percentage of covered payroll	8.88%	10.73%	12.58%	14.43%	16.28%	17.10%*

All years prior to 2015 are not available.

* This rate reflects the original employer contribution rate of 18.13 percent under AB1469, reduced for the 1.03 percentage points to be paid on behalf of employers pursuant to SB 90.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
For the Year Ended June 30, 2020

	Public Employer's Retirement Fund B Last 10 Fiscal Years					
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Contractually required contribution	\$ 6,954,207	\$ 7,577,683	\$ 9,180,596	\$ 11,256,216	\$ 13,259,325	\$ 13,529,537
Contributions in relation to the contractually required contribution	<u>(6,954,207)</u>	<u>(7,577,683)</u>	<u>(9,180,596)</u>	<u>(11,256,216)</u>	<u>(13,259,325)</u>	<u>(13,529,537)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 59,079,000	\$ 63,963,000	\$ 66,095,000	\$ 72,476,000	\$ 73,410,000	\$ 68,605,000
Contributions as a percentage of covered payroll	11.77%	11.85%	13.89%	15.53%	18.06%	19.72%

All years prior to 2015 are not available.

See accompanying note to required supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2020

NOTE 1 - PURPOSE OF SCHEDULES

A - Budgetary Comparison Schedule

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The budgets are revised during the year by the Board of Education to provide for revised priorities. Expenditures cannot legally exceed appropriations by major object code. The originally adopted and final revised budgets for the General Fund are presented as Required Supplementary Information. The basis of budgeting is the same as GAAP.

B - Schedule of Changes in Net OPEB Liability and Related Ratios

The Schedule of Changes in Net OPEB Liability presents multi-year information which illustrates the changes in the net OPEB liability for each year presented

C - Schedule of the District's Contributions - OPEB

The Schedule of District Contributions is presented to illustrate the District's required contributions relating to the OPEB. There is a requirement to show information for 10 years. However, until a full 10- year trend is compiled, governments should present information for those years for which information is available.

D - Schedule of the District's Proportionate Share of the Net Pension Liability

The Schedule of the District's Proportionate Share of the Net Pension Liability is presented to illustrate the elements of the District's Net Pension Liability. There is a requirement to show information for 10 years. However, until a full 10-year trend is compiled, governments should present information for those years for which information is available.

E – Schedule of the District's Contributions

The Schedule of District Contributions is presented to illustrate the District's required contributions relating to the pensions. There is a requirement to show information for 10 years. However, until a full 10- year trend is compiled, governments should present information for those years for which information is available.

F – Changes of Benefit Terms

There are no changes in benefit terms reported in the Required Supplementary Information.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
 June 30, 2020

NOTE 1 – PURPOSE OF SCHEDULES (Continued)

G - Changes of Assumptions

The discount rate for the Net OPEB liability was 2.92, 3.56, 4.25 and 3.90 percent in the June 30, 2016, 2017, 2018 and 2019 actuarial reports, respectively.

The discount rate for Public Employer's Retirement Fund B was 7.50, 7.65, 7.65, 7.15, 7.15, 7.15 and 7.15 percent in the June 30, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 actuarial reports, respectively.

The following are the assumptions for State Teachers' Retirement Plan:

<u>Assumption</u>	<u>Measurement period</u>				
	As of June 30, <u>2019</u>	As of June 30, <u>2018</u>	As of June 30, <u>2017</u>	As of June 30, <u>2016</u>	As of June 30, <u>2015</u>
Consumer price inflation	2.75%	2.75%	2.75%	3.00%	3.00%
Investment rate of return	7.10%	7.10%	7.10%	7.60%	7.60%
Wage growth	3.50%	3.50%	3.50%	3.75%	3.75%

SUPPLEMENTARY INFORMATION

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 COMBINING BALANCE SHEET
 ALL NON-MAJOR FUNDS
 June 30, 2020

	Charter Schools Fund	Adult Education Fund	Child Development Fund	Cafeteria Fund	Developer Fees Fund	Community Facilities Fund	Total
ASSETS							
Cash in County Treasury	\$ 2,952,112	\$ 122,619	\$ 57,381	\$ 7,510,706	\$ 18,779,612	\$ 2,008,903	\$ 31,431,333
Cash in banks	5,731	864,130	20,319	16,960	1,660,012	-	2,567,152
Cash in revolving account	-	-	-	2,000	-	-	2,000
Receivables	2,442,201	248,997	2,240,784	5,575,961	178,247	11,843	10,698,033
Due from grantor government	68,612	182,701	95,160	-	-	-	346,473
Due from other funds	922,442	-	298,262	500	-	-	1,221,204
Stores inventory	-	-	-	1,871,400	-	-	1,871,400
Total assets	<u>\$ 6,391,098</u>	<u>\$ 1,418,447</u>	<u>\$ 2,711,906</u>	<u>\$ 14,977,527</u>	<u>\$ 20,617,871</u>	<u>\$ 2,020,746</u>	<u>\$ 48,137,595</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 860,462	\$ 973,220	\$ 1,808,126	\$ 1,501,964	\$ 235,102	\$ -	\$ 5,378,874
Unearned revenue	36,546	1,000	530,009	9,460	-	-	577,015
Due to other funds	<u>1,518,724</u>	<u>90,982</u>	<u>358,486</u>	<u>659,045</u>	<u>186,262</u>	<u>-</u>	<u>2,813,499</u>
Total liabilities	<u>2,415,732</u>	<u>1,065,202</u>	<u>2,696,621</u>	<u>2,170,469</u>	<u>421,364</u>	<u>-</u>	<u>8,769,388</u>
Fund balances:							
Nonspendable	-	-	-	1,873,400	-	-	1,873,400
Restricted	<u>3,975,366</u>	<u>353,245</u>	<u>15,285</u>	<u>10,933,658</u>	<u>20,196,507</u>	<u>2,020,746</u>	<u>37,494,807</u>
Total fund balance	<u>3,975,366</u>	<u>353,245</u>	<u>15,285</u>	<u>12,807,058</u>	<u>20,196,507</u>	<u>2,020,746</u>	<u>39,368,207</u>
Total liabilities and fund balances	<u>\$ 6,391,098</u>	<u>\$ 1,418,447</u>	<u>\$ 2,711,906</u>	<u>\$ 14,977,527</u>	<u>\$ 20,617,871</u>	<u>\$ 2,020,746</u>	<u>\$ 48,137,595</u>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES
 ALL NON-MAJOR FUNDS
 For the Year Ended June 30, 2020

	Charter Schools Fund	Adult Education Fund	Child Development Fund	Cafeteria Fund	Developer Fees Fund	Community Facilities Fund	Total
Revenues:							
LCFF	\$ 18,126,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,126,140
Federal sources	273,882	1,197,363	5,598,585	23,891,687	-	-	30,961,517
Other state sources	1,462,646	2,149,372	6,058,797	1,079,322	-	-	10,750,137
Other local sources	103,168	3,159,440	1,367,508	1,187,802	9,304,734	1,842,127	16,964,779
Total revenues	<u>19,965,836</u>	<u>6,506,175</u>	<u>13,024,890</u>	<u>26,158,811</u>	<u>9,304,734</u>	<u>1,842,127</u>	<u>76,802,573</u>
Expenditures:							
Current:							
Certificated salaries	8,172,537	2,296,602	5,205,768	-	-	-	15,674,907
Classified salaries	1,095,502	1,445,995	2,763,128	7,738,786	-	-	13,043,411
Employee benefits	5,860,577	2,448,951	5,378,096	5,077,231	-	-	18,764,855
Books and supplies	183,879	132,506	85,981	10,380,214	82,316	-	10,864,896
Contract services and operating expenditures	1,799,680	1,427,840	118,311	455,697	226,289	14,261	4,042,078
Capital outlay	505,563	-	-	1,639,775	1,235,472	-	3,380,810
Debt service:							
Principal retirement	-	-	-	-	2,570,000	-	2,570,000
Interest	-	-	-	-	1,098,507	1,798,507	2,897,014
Total expenditures	<u>17,617,738</u>	<u>7,751,894</u>	<u>13,551,284</u>	<u>25,291,703</u>	<u>5,212,584</u>	<u>1,812,768</u>	<u>71,237,971</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,348,098</u>	<u>(1,245,719)</u>	<u>(526,394)</u>	<u>867,108</u>	<u>4,092,150</u>	<u>29,359</u>	<u>5,564,602</u>
Other financing sources (uses):							
Transfers in	-	1,600,000	1,098,262	-	-	-	2,698,262
Transfers out	(2,227,169)	(79,028)	(572,219)	(642,557)	-	-	(3,520,973)
Total other financing sources (uses)	<u>(2,227,169)</u>	<u>1,520,972</u>	<u>526,043</u>	<u>(642,557)</u>	<u>-</u>	<u>-</u>	<u>(822,711)</u>
Net change in fund balances	120,929	275,253	(351)	224,551	4,092,150	29,359	4,741,891
Fund balances, July 1, 2019	<u>3,854,437</u>	<u>77,992</u>	<u>15,636</u>	<u>12,582,507</u>	<u>16,104,357</u>	<u>1,991,387</u>	<u>34,626,316</u>
Fund balances, June 30, 2020	<u>\$ 3,975,366</u>	<u>\$ 353,245</u>	<u>\$ 15,285</u>	<u>\$ 12,807,058</u>	<u>\$ 20,196,507</u>	<u>\$ 2,020,746</u>	<u>\$ 39,368,207</u>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ORGANIZATION
June 30, 2020

Sacramento City Unified School District, a political subdivision of the State of California, was established on July 7, 1936. The territory covered by the District does not include certain areas of the City of Sacramento, but does include some contiguous territory located outside city boundaries, but within Sacramento County boundaries. The District operated forty-two elementary schools (grades K-6), seven elementary/middle schools (grades K-8), six middle schools (grades 7-8), two middle/high schools (grades 7-12), seven high schools (grades 9-12), three alternative schools, two adult education centers, two special education centers and forty-two children's centers and preschools, serving infants through age 12. Sixteen charter schools also operated in the District serving kindergarten through grade twelve, five of which were governed by the District Board of Education.

GOVERNING BOARD

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Jessie Ryan	President	December 2020
Christina Pritchett	Vice President	December 2020
Michael Minnick	Second Vice President	December 2020
Leticia Garcia	Member	December 2022
Lisa Murawski	Member	December 2022
Darrel Woo	Member	December 2022
Mai Vang	Member	December 2020
Olivia Ang-Olson*	Student Member	June 2020

ADMINISTRATION

Jorge A. Aguilar
Superintendent

Lisa Allen
Deputy Superintendent

Christine Baeta
Chief Academic Officer

Tara Gallegos
Chief Communications Officer

Robert Lyons, Ed.D.**
Chief Information Officer

Vincent Harris
Chief Continuous Improvement and Accountability Officer

Cancy McArn
Chief Human Resources Officer

Rose F. Ramos
Chief Financial Officer

*Isa Sheikh voted into office as the student member in June 2020 for the 2020-21 fiscal year.

**This position was vacant at June 30, 2020. Robert Lyons, Ed.D. was hired effective March 19, 2021

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 SCHEDULE OF AVERAGE DAILY ATTENDANCE
 For the Year Ended June 30, 2020

	<u>Second Period Report</u>	<u>Annual Report</u>
Certificate Number:	7EBCE720	F41B5E4C
Elementary:		
Transitional Kindergarten through Third	11,971	11,971
Fourth through Sixth	8,988	8,988
Seventh and Eighth	6,455	6,455
Special Education	181	181
Community Day School	12	12
	27,607	27,607
Secondary:		
Ninth through Twelfth	10,476	10,476
Special Education	137	137
Total Secondary	10,613	10,613
District ADA Totals	38,220	38,220
<u>Charter Schools</u>		
Certificate Number:	F2E06ED5	88F04CAF
Bowling Green Elementary - Classroom-Based:		
Transitional Kindergarten through Third	438	438
Fourth through Sixth	326	326
Total Bowling Green Elementary Charter	764	764
Certificate Number:	1F2E8B17	143A5236
George Washington Carver School of Arts and Science - Classroom-Based:		
Ninth through Twelfth	250	250
Certificate Number:	1FC6DBE	4F473E2E
New Joseph Bonnheim - Classroom-Based:		
Transitional Kindergarten through Third	174	174
Fourth through Sixth	116	116
Total New Joseph Bonnheim Charter	290	290
Certificate Number:	2E9C7ECF	F596DCC4
New Technology High - Classroom-Based:		
Ninth through Twelfth	160	160
Certificate Number:	5A631E8D	43895EA9
The Met Sacramento High School - Non-Classroom-Based:		
Ninth through Twelfth	259	259
Total Charter Schools	1,723	1,723

See accompanying notes to supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF INSTRUCTIONAL TIME
For the Year Ended June 30, 2020

<u>Grade Level</u>	<u>Statutory Minutes Require- ment</u>	<u>2019-2020 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
<u>District</u>				
Kindergarten	36,000	36,000	180	In Compliance
Grade 1	50,400	50,492	180	In Compliance
Grade 2	50,400	50,492	180	In Compliance
Grade 3	50,400	50,492	180	In Compliance
Grade 4	54,000	54,008	180	In Compliance
Grade 5	54,000	54,008	180	In Compliance
Grade 6	54,000	54,008	180	In Compliance
Grade 7	54,000	54,130	180	In Compliance
Grade 8	54,000	54,130	180	In Compliance
Grade 9	64,800	64,800	180	In Compliance
Grade 10	64,800	64,800	180	In Compliance
Grade 11	64,800	64,800	180	In Compliance
Grade 12	64,800	64,800	180	In Compliance
<u>Bowling Green Charter School - Classroom Based</u>				
Kindergarten	36,000	43,205	180	In Compliance
Grade 1	50,400	50,492	180	In Compliance
Grade 2	50,400	50,492	180	In Compliance
Grade 3	50,400	50,492	180	In Compliance
Grade 4	54,000	54,008	180	In Compliance
Grade 5	54,000	54,008	180	In Compliance
Grade 6	54,000	54,008	180	In Compliance
<u>George Washington Carver School of Arts and Science - Classroom Based</u>				
Grade 9	64,800	64,800	180	In Compliance
Grade 10	64,800	64,800	180	In Compliance
Grade 11	64,800	64,800	180	In Compliance
Grade 12	64,800	64,800	180	In Compliance
<u>New Joseph Bonnheim Charter School - Classroom Based</u>				
Kindergarten	36,000	36,000	180	In Compliance
Grade 1	50,400	50,552	180	In Compliance
Grade 2	50,400	50,552	180	In Compliance
Grade 3	50,400	50,552	180	In Compliance
Grade 4	54,000	54,068	180	In Compliance
Grade 5	54,000	54,068	180	In Compliance
Grade 6	54,000	54,068	180	In Compliance
<u>New Technology High School - Classroom Based</u>				
Grade 9	64,800	68,835	175	In Compliance
Grade 10	64,800	68,835	175	In Compliance
Grade 11	64,800	68,835	175	In Compliance
Grade 12	64,800	68,835	175	In Compliance

See accompanying notes to supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
For the Year Ended June 30, 2020

Federal Catalog Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass- Through Entity Identifying Number	Federal Expend- itures
<u>U.S. Department of Education - Passed through California Department of Education</u>			
Special Education Cluster:			
84.027	IDEA: Basic and Local Assistance Entitlement, Part B, Sec 611	13379	\$ 9,104,627
84.027	IDEA: Private School ISP	13379	34,245
84.173	IDEA Preschool Grants, Part B, Section 619 (Age 3-5)	13430	273,548
84.027A	IDEA: Mental Health Services, Part B, Sec 611	14468	477,659
84.173A	IDEA: Preschool Staff Development Part B, Sec 619	13431	2,376
84.173A	Alternative Dispute Resolution, Part B, Sec 611	13007	<u>6,881</u>
Subtotal Special Education Cluster			<u>9,899,336</u>
Adult Education Program:			
84.002A	Adult Education: Adult Basic Education & ESL Section 231	14508	138,730
84.002	Adult Education: Adult Basic Secondary Education Section 231	13978	9,949
84.002A	Adult Education: English Literacy and Civics Education Local Grant	14109	<u>1,885</u>
Subtotal Adult Education Program			<u>150,564</u>
84.048	Carl D. Perkins Career and Technical Education: Secondary, Sec 131 (Vocational Education)	14894	<u>664,887</u>
Title I Program:			
84.010	ESEA: Title I, Part A, Basic Grants Low-Income and Neglected	14329	20,475,302
84.010	ESEA: ESSA School Improvement (CSI) Funding for LEA:	15438	<u>934,379</u>
Subtotal Title I Program			<u>21,409,681</u>
Title III Program:			
84.365	ESEA (ESSA): Title III, English Learner Student Program	14346	573,568
84.365	ESEA (ESSA): Title III, Immigrant Student Program	15146	<u>251,426</u>
Subtotal Title III Program			<u>824,994</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
For the Year Ended June 30, 2020

Federal Catalog Number	Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Pass- Through Entity Identifying Number	Federal Expend- itures
<u>U.S. Department of Education - Passed through California Department of Education (Continued)</u>			
84.126	Department of Rehabilitation: Workability II, Transitions Partnership Program	10006	\$ 202,066
84.181	Special Education: Early Intervention Grants, Part C	23761	139,420
84.060	Indian Education (From Federal Government)	10011	19,336
84.063	Pell Grants - Student Financial Aid Cluster	*	501,165
84.287	ESEA: Title IV, Part B, 21st Century Community Learning Centers Program	14349	1,725,156
84.367	ESEA: Title II, Part A, Improving Teacher Quality Local Grants	14341	1,626,442
84.377	ESEA: Title I, School Improvement Grant (SIG) for QEIA Schools	14971	13,240,153
84.424	ESEA: Title IV, Part A, Student Support and Academic Enrichment	15396	<u>541,029</u>
	Total U.S. Department of Education		<u>50,944,229</u>
<u>U.S. Department of Health and Human Services - Passed through California Department of Health Care Services</u>			
	Medicaid Cluster:		
93.778	Medi-Cal Billing Option	10013	1,024,225
93.778	Medi-Cal Administrative Activities	10060	<u>573,457</u>
	Subtotal Medicaid Cluster		<u>1,597,682</u>
93.674	Chafee Foster Care Independent Living	*	82,577
93.600	Head Start	10016	5,598,585
93.566	Refugee Cash and Medical Assistance Program	*	<u>78,427</u>
<u>U.S. Department of Health and Human Services - Passed through Substance Abuse and Mental Health Services Administration</u>			
93.243	Meadowview Project Aware Grant	*	<u>33,114</u>
	Total U.S. Department Health and Human Services		<u>7,390,385</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS
For the Year Ended June 30, 2020

<u>Federal Catalog Number</u>	<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Pass- Through Entity Identifying Number</u>	<u>Federal Expend- itures</u>
<u>U.S. Department of Agriculture - Passed through California Department of Education</u>			
	Child Nutrition Cluster:		
10.555	National School Lunch Program	13396	\$ 16,645,717
10.559	Child Nutrition: Summer Food Service Program Operations	13004	<u>965,292</u>
	Subtotal Child Nutrition Cluster		<u>17,611,009</u>
10.558	Child Nutrition: Child Care Food Program	13666	1,039,112
10.582	Child Nutrition: Fresh Fruit and Vegetable Program	14968	<u>41,782</u>
	Total U.S. Department of Agriculture		<u>18,691,903</u>
<u>U.S. Department of Justice</u>			
16.543	Missing Children's Assistance	*	<u>10,466</u>
<u>U.S. Department of Defense</u>			
12.357	ROTC	*	<u>268,653</u>
<u>U.S. Department of Labor</u>			
	Workforce Innovation and Opportunity Act Cluster:		
17.259	Workforce Investment Act, Youth Activities	*	<u>185,200</u>
	Total Federal Programs		<u>\$ 77,490,836</u>

* District is unable to provide PCA numbers.

See accompanying notes to supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
RECONCILIATION OF UNAUDITED ACTUAL FINANCIAL REPORT
WITH AUDITED FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

	Bond Interest and Redemption Fund
June 30, 2020 Unaudited Actual Financial Reporting Ending Fund Balance	\$ 31,948,534
To correct debt issuance premiums recorded by the Sacramento County Treasurer	<u>10,988,306</u>
June 30, 2020 Audited Financial Statements Ending Fund Balance	<u>\$ 42,936,840</u>

There were no adjustments proposed to any other funds of the District.

See accompanying notes to supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
For the Year Ended June 30, 2020
(UNAUDITED)

	(Budget) <u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
<u>General Fund</u>				
Revenues and other financing sources	\$ 594,726,073	\$ 557,546,896	\$ 555,039,158	\$ 508,290,529
Expenditures	632,521,176	532,129,368	553,491,115	518,008,558
Other uses and transfers out	<u>1,726,379</u>	<u>2,698,262</u>	<u>1,719,449</u>	<u>1,248,027</u>
Total outgo	<u>634,247,555</u>	<u>534,827,630</u>	<u>555,210,564</u>	<u>519,256,585</u>
Change in fund balance	\$ <u>(39,521,482)</u>	\$ <u>22,719,266</u>	\$ <u>(171,406)</u>	\$ <u>(10,966,056)</u>
Ending fund balance	\$ <u>53,527,129</u>	\$ <u>93,048,611</u>	\$ <u>70,329,345</u>	\$ <u>70,500,751</u>
Available reserves	\$ <u>44,675,700</u>	\$ <u>84,052,645</u>	\$ <u>52,751,482</u>	\$ <u>20,013,133</u>
Designated for economic uncertainties	\$ <u>12,614,060</u>	\$ <u>10,624,585</u>	\$ <u>52,751,482</u>	\$ <u>20,013,133</u>
Undesignated fund balance	\$ <u>32,061,640</u>	\$ <u>73,428,060</u>	\$ <u>-</u>	\$ <u>-</u>
Available reserves as percentages of total outgo	<u>7.0%</u>	<u>15.7%</u>	<u>9.5%</u>	<u>3.9%</u>
<u>All Funds</u>				
Total long-term liabilities	\$ <u>1,624,403,255</u>	\$ <u>1,663,304,598</u>	\$ <u>1,608,818,718</u>	\$ <u>1,804,562,828</u>
Average daily attendance at P-2, excluding Adult and Charter School	<u>38,220</u>	<u>38,220</u>	<u>38,425</u>	<u>38,588</u>

The General Fund fund balance has increased by \$11,581,804 over the past three years. The District has incurred operating deficits in two of the past three years, and anticipates incurring an operating deficit during the 2020-2021 fiscal year. The fiscal year 2020-2021 budget projects a decrease of \$39,521,482. For a district this size, the state recommends available reserves of at least 2% of total General Fund expenditures, transfers out, and other uses. For the year ended June 30, 2020, the District has met this requirement.

Total long-term liabilities have decreased by \$141,258,230 over the past two years.

Average daily attendance has decreased by 368 over the past two years. The District anticipates no change in ADA for the 2020-2021 fiscal year.

See accompanying notes to supplementary information.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 SCHEDULE OF CHARTER SCHOOLS
 For the Year Ended June 30, 2020

Charter No.	<u>Charter Schools Chartered by District</u>	<u>Included in District Financial Statements, or Separate Report</u>
0598	Aspire Capitol Heights Academy	Separate Report
0018	Bowling Green Charter Elementary	Included as Charter Schools Fund
0775	California Montessori Project Capitol Campus	Separate Report
1273	Capitol Collegiate Academy	Separate Report
0588	George Washington Carver School of Arts and Science	Included as Charter Schools Fund
1848	Growth Public Schools	Separate Report
0640	Language Academy of Sacramento	Separate Report
0586	The Met Sacramento High School	Included as Charter Schools Fund
1690	New Joseph Bonnheim Charter School	Included as Charter Schools Fund
0585	New Technology High School	Included as Charter Schools Fund
1986	NorCal Trade and Tech*	Separate Report
0596	Sacramento Charter High School	Separate Report
1948	Sacramento Academic and Vocational Academy (SAVA)	Separate Report
0552	Sol Aureus College Preparatory	Separate Report
0491	St. HOPE Public School 7	Separate Report
1186	Yav Pem Suab Academy	Separate Report

*Charter School closed effective August 30, 2019

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 SCHEDULE OF FIRST 5 REVENUES AND EXPENDITURES
 For the Year Ended June 30, 2020

	<u>Academic and Support Services*</u>	<u>Child Care*</u>
Revenues		
Other local sources	\$ 436,978	\$ 441,618
Expenditures:		
Certificated salaries	272,710	187,838
Classified salaries	-	71,196
Employee benefits	156,105	137,558
Books and supplies	5,443	4,195
Contract services and operating expenditures	2,720	2,997
Indirect costs	-	37,834
Total expenditures	<u>436,978</u>	<u>441,618</u>
Change in fund balance	-	-
Fund balance, July 1, 2019	<u>-</u>	<u>-</u>
Fund balance, June 30, 2020	<u>\$ -</u>	<u>\$ -</u>

* Revenues and expenditures for the First 5 Grant are reflected in the District's Child Development Fund. See pages 64 to 65 of the financial statements for a complete presentation of the Child Development Fund.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 NOTES TO SUPPLEMENTARY INFORMATION
 June 30, 2020

NOTE 1 - PURPOSE OF SCHEDULES

A - Schedule of Average Daily Attendance

Average daily attendance is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

B - Schedule of Instructional Time

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the District, and whether the District complied with the provisions of Education Code Sections 46201 through 46206. The District submitted a COVID-19 School Closure Certification with the State Superintendent of Public Instruction (SSPI) in connection with the effected school days impacted by COVID-19. The Certification was submitted to the SSPI on June 26, 2020.

C - Schedule of Expenditure of Federal Awards

The Schedule of Expenditure of Federal Awards includes the federal award activity of Sacramento City Unified School District, and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The District has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures and Change in Fund Balances and the related expenditures reported on the Schedule of Expenditure of Federal Awards. The reconciling amounts represent Federal funds that have been recorded as revenues that have not been expended by June 30, 2020.

<u>Description</u>	<u>CFDA Number</u>	<u>Amount</u>
Total Federal revenues, Statement of Revenues, Expenditures and Change in Fund Balances		\$ 82,878,696
Deduct: Medi-Cal Billing Option unspent funds	93.778	(188,076)
Child Care Food Program unspent funds	10.558	(1,919,034)
Summer Food Program unspent funds	10.559	<u>(3,280,750)</u>
Total Schedule of Expenditure of Federal Awards		<u>\$ 77,490,836</u>

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
NOTES TO SUPPLEMENTARY INFORMATION
June 30, 2020

NOTE 1 - PURPOSE OF SCHEDULES (Continued)

D - Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the Unaudited Actual Financial Report to the audited financial statements.

E - Schedule of Financial Trends and Analysis - Unaudited

This schedule provides information on the District's financial condition over the past three years and its anticipated condition for the 2020-2021 fiscal year, as required by the State Controller's Office.

F - Schedule of Charter Schools

This schedule provides information for the California Department of Education to monitor financial reporting by Charter Schools.

G - Schedule of First 5 Revenues and Expenditures

This schedule provides information about the First 5 Sacramento County Program.

NOTE 2 - EARLY RETIREMENT INCENTIVE PROGRAM

Education Code Section 14502 requires certain disclosure in the financial statements of districts which adopt Early Retirement Incentive Programs pursuant to Education Code Sections 22714 and 44929. For the fiscal year ended June 30, 2020, the District did not adopt this program.

INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Board of Education
Sacramento City Unified School District
Sacramento, California

Report on Compliance with State Laws and Regulations

We have audited Sacramento City Unified School District's compliance with the types of compliance requirements described in the State of California's 2019-20 *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (the "Audit Guide") applicable to the state laws and regulations listed below for the year ended June 30, 2020.

<u>Description</u>	<u>Procedures Performed</u>
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	Yes
Continuation Education	Yes
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	No, see below
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Comprehensive School Safety Plan	Yes
Apprenticeship: Related and Supplemental Instruction	No, see below
District of Choice	No, see below
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program:	
General requirements	Yes
After school	Yes
Before school	No, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study – Course Based	No, see below
Attendance, for charter schools	Yes
Mode of Instruction, for charter schools	Yes
Nonclassroom-Based Instruction/Independent Study, for charter schools	Yes
Determination of Funding for Nonclassroom-Based Instruction, for charter schools	Yes
Annual Instructional Minutes - Classroom-Based, for charter schools	Yes
Charter School Facility Grant Program	No, see below

(Continued)

The District did not offer an Early Retirement Incentive Program; therefore, we did not perform any procedures related to the Early Retirement Incentive Program.

The District does not have any Juvenile Court Schools; therefore, we did not perform any procedures related to Juvenile Court Schools.

The District does not have any Middle or Early College High Schools; therefore, we did not perform any procedures related to Middle or Early College High Schools.

We did not perform any procedures related to Apprenticeship: Related and Supplemental Instruction because the District does not have programs that meet this criteria.

The District did not qualify for District of Choice in the current year; therefore, we did not perform any procedures related to District of Choice.

The District did not operate a Before School Education and Safety Program; therefore, we did not perform any procedures related to this program.

The District did not offer an Independent Study-Course Based program; therefore, we did not perform any procedures related to this program.

The District did not receive Charter School Facility Grant Program funding in the current year; therefore, we did not perform any procedures related to the Charter School Facility Grant Program.

Management's Responsibility

Management is responsible for compliance with the requirements of state laws and regulations, as listed above.

Auditor's Responsibility

Our responsibility is to express an opinion on Sacramento City Unified School District's compliance with state laws and regulations as listed above based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2019-20 Guide for Annual Audits of K12 Local Education Agencies and State Compliance Reporting (Audit Guide)*. Those standards and the Audit Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on Sacramento City Unified School District's compliance with the state laws and regulations listed above occurred. An audit includes examining, on a test basis, evidence about Sacramento City Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our qualified opinion on compliance with state laws and regulations. However, our audit does not provide a legal determination of Sacramento City Unified School District's compliance.

Basis for Qualified Opinion on Compliance with State Laws and Regulations

As described in Finding 2020-003 in the accompanying Schedule of Audit Findings and Questioned Costs, Sacramento City Unified School District did not comply with the requirements regarding Comprehensive School Safety Plan. Compliance with such requirements is necessary, in our opinion, for Sacramento City Unified School District to comply with the requirements applicable to the state laws and regulations referred to above.

Qualified Opinion on Compliance with State Laws and Regulations

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, Sacramento City Unified School District complied, in all material respects, with the compliance requirements referred to above that are applicable to the state laws and regulations referred to above for the year ended June 30, 2020.

Other Matter

Sacramento City Unified School District's response to the noncompliance finding identified in our audit is included in the accompanying Schedule of Audit Findings and Questioned Costs. Sacramento City Unified School District's response was not subjected to the auditing procedures applied in the audit of State Compliance and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report on compliance is solely to describe the scope of our testing of compliance and the results of that testing based on the requirements of the State of California's *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.


Crowe LLP

Sacramento, California
March 24, 2021

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Education
Sacramento City Unified School District
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Sacramento City Unified School District as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise Sacramento City Unified School District's basic financial statements, and have issued our report thereon dated March 24, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Sacramento City Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Sacramento City Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Sacramento City Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying Schedule of Audit Findings and Questioned Costs as finding 2020-001, that we consider to be a significant deficiency. Additionally, we identified a deficiency involving internal control that we communicated to management as identified in the accompanying Schedule of Audit Findings and Questioned Costs as Finding 2020-002.

(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Sacramento City Unified School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Sacramento City Unified School District's Response to Finding

Sacramento City Unified School District's responses to the findings identified in our audit is described in the accompanying Schedule of Audit Findings and Questioned Costs. Sacramento City Unified School District's responses were not subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Crowe LLP

Sacramento, California
March 24, 2021

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH
THE FIRST 5 SACRAMENTO COUNTY PROGRAM

Board of Education
Sacramento City Unified School District
Sacramento, California

Report on Compliance on First 5 Sacramento County Program

We have audited Sacramento City Unified School District's compliance with the types of compliance requirements described in the Program Guidelines for the First 5 Sacramento County Program that could have a direct and material effect on the First 5 Sacramento County Program for the year ended June 30, 2020.

Management's Responsibility

Management is responsible for the compliance with the requirements of laws, regulations, contracts and grants applicable to its First 5 Sacramento County Program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance on Sacramento City Unified School District's First 5 Sacramento County Program based on our audit of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on First 5 Sacramento County Program occurred. An audit includes examining, on a test basis, evidence about Sacramento City Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Sacramento City Unified School District's compliance with those requirements.

Opinion on First 5 Sacramento County Program

In our opinion, Sacramento City Unified School District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its First 5 Sacramento County Program for the year ended June 30, 2020.

Purpose of this Report

The purpose of this report on compliance is solely to describe the scope of our testing over compliance and results of that testing based on requirements of the First 5 Sacramento County Program. Accordingly, this report is not suitable of any other purposes.


Crowe LLP

Sacramento, California
March 24, 2021

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE

Board of Education
Sacramento City Unified School District
Sacramento, California

Report on Compliance for Each Major Federal Program

We have audited Sacramento City Unified School District's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Sacramento City Unified School District's major federal programs for the year ended June 30, 2020. Sacramento City Unified School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Sacramento City Unified School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Sacramento City Unified School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Sacramento City Unified School District's compliance.

Unmodified Opinion on Each of the Major Federal Programs

In our opinion, Sacramento City Unified School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2020.

(Continued)

Report on Internal Control Over Compliance

Management of Sacramento City Unified School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Sacramento City Unified School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Sacramento City Unified School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.


Crowe LLP

Sacramento, California
March 24, 2021

FINDINGS AND RECOMMENDATIONS

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
 Year Ended June 30, 2020

SECTION I - SUMMARY OF AUDITOR'S RESULTS

FINANCIAL STATEMENTS

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	_____ Yes	_____ <u>X</u> No
Significant deficiency(ies) identified not considered to be material weakness(es)?	_____ <u>X</u> Yes	_____ None reported

Noncompliance material to financial statements noted?

	_____ Yes	_____ <u>X</u> No
--	-----------	-------------------

FEDERAL AWARDS

Internal control over major programs:

Material weakness(es) identified?	_____ Yes	_____ <u>X</u> No
Significant deficiency(ies) identified not considered to be material weakness(es)?	_____ Yes	_____ <u>X</u> None reported

Type of auditors' report issued on compliance for major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>	<u>Type of Opinion</u>
84.027, 84.173, 84.027A, 84.173A	Special Education Cluster	Unmodified
93.600	Headstart	Unmodified
10.555, 10.559	Child Nutrition Cluster	Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ Yes X No

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
84.027, 84.173, 84.027A, 84.173A	Special Education Cluster
93.600	Headstart
10.555, 10.559	Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$2,324,725

Auditee qualified as low-risk auditee? _____ Yes X No

STATE AWARDS

Type of auditor's' report issued on compliance for state programs: Qualified

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2020

SECTION II - FINANCIAL STATEMENT FINDINGS

2020-001 SIGNIFICANT DEFICIENCY – CASH IN COUNTY TREASURY RECONCILIATIONS (30000)

Criteria

Timely and accurate balance sheet account reconciliation preparation and review are a prudent and necessary practice of normal business operations. All accounts reconciliations are an important function of cash monitoring and financial reporting.

Condition

Cash in County Treasury reconciliations were not being prepared, reviewed and approved on a monthly basis throughout the fiscal year.

Effect

There exists opportunity for error or fraud to be committed related to financial reporting.

Cause

Proper internal controls were not being maintained.

Recommendation

We recommend that the District prepare, review and approved Cash in County Treasury reconciliations on a monthly basis.

Views of Responsible Officials and Planned Corrective Action

Cash in County Treasury reconciliations are performed on a monthly basis by Sacramento County of Education staff and internally by District staff. The District will implement stronger internal controls to address the potential for error or fraud to be committed by adding an additional layer of review and approval for the District cash in county treasury reconciliation on a monthly basis

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2020

SECTION II - FINANCIAL STATEMENT FINDINGS

2020-002 DEFICIENCY - SEGREGATION OF DUTIES IN JOURNAL ENTRY PROCESSING (30000)

Criteria

Sound accounting policies and proper segregation of duties require an internal control system be in place to ensure each transaction is complete, accurate and reviewed by a knowledgeable person prior to processing.

Condition

Three individuals in the Accounting Services department have the ability to prepare and post journal entries into the financial system. This is a repeat finding of 2019-001.

Effect

There exists opportunity for error or fraud to be committed related to financial reporting.

Cause

The design of controls within the journal entry process does not mitigate the potential for fraud or error in financial reporting.

Recommendation

We recommend that the District implement an internal control generating a log of journal entries prepared and posted by the same individual and require an independent individual to review and verify on a periodic basis.

Views of Responsible Officials and Planned Corrective Action

The District currently uses a manual process for the segregation of duties to mitigate the same individual preparing and posting their own journal entries into the financial system. The District will implement stronger internal controls to address the risk that the same individual could prepare and post journal entries into the financial system by adding an additional level of review to verify potential entries on a periodic basis.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2020

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

(Continued)

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHEDULE OF AUDIT FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2020

SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

2020-003 DEFICIENCY – STATE COMPLIANCE - COMPREHENSIVE SCHOOL SAFETY PLAN (40000)

Criteria

Each school should adopt its comprehensive school safety plan as described in Education Code Section 32282 and reviewed and updated its plan by March 1 of the fiscal year.

Condition

8 of the 16 comprehensive school safety plans inspected were reviewed and approved after March 1, 2020.

Context

We performed the audit procedures enumerated in the State of California 2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting and identified the finding described above.

Effect

The District is out of compliance with state requirements.

Cause

The District completed review of the school safety plans after the designated March 1, 2020 date.

Fiscal Impact

Not applicable.

Recommendation

The District should ensure the school safety plans are prepared and reviewed by the March 1st reporting date.

Views of Responsible Officials and Planned Corrective Action

The District will establish a deadline for review of the comprehensive school safety plans before March. The District will establish a clear plan and process to reach timelines among District administration. Further, training forums for new and transitioning principals and staff will be provided in addition to technical support including increased notifications and updates for plans not submitted leading up to the deadline. The District will increase notifications and updates for plans that need to be edited leading up to the deadline.

**STATUS OF PRIOR YEAR
FINDINGS AND RECOMMENDATIONS**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS
Year Ended June 30, 2020

2019-001 DEFICIENCY - SEGREGATION OF DUTIES IN JOURNAL ENTRY PROCESSING (30000)

Condition: Three individuals in the Accounting Services department have the ability to prepare and post journal entries into the financial system.

Recommendation: We recommend that the District implement an internal control generating a log of journal entries prepared and posted by the same individual and require an independent individual to review and verify on a periodic basis.

Current Status: Not implemented.

Management Response if Not Implemented: See current year finding 2020-002.

2019-002 DEFICIENCY – STATE COMPLIANCE – AFTER SCHOOL EDUCATION AND SAFETY PROGRAM – ATTENDANCE (40000)

Condition: The After School Education and Safety (ASES) Program improperly reported 31 days of attendance in their attendance system and was unable to provide sign in sheets to support an additional 2 days of attendance in their attendance system.

Recommendation: The District should enforce controls to ensure accurate accounting for attendance.

Current Status: Implemented.

Management Response if Not Implemented: Not applicable.

2019-003 DEFICIENCY – STATE COMPLIANCE – UNDUPLICATED LOCAL CONTROL FUNDING FORMULA PUPIL COUNTS (40000)

Condition: At multiple sites in the District, two students were improperly included as Free or reduced-price meal eligible. There was no supporting documentation that these students met the free or reduced-price meal eligible program guidelines.

Recommendation: The District should ensure that all students are properly reflected in the CALPADS reporting under the appropriate free or reduced-price meal program status.

Current Status: Implemented.

Management Response if Not Implemented: Not applicable.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.3

Meeting Date: April 22, 2021

Subject: Approve Resolution No. 3196: Committing to Returning Students to In-Person Instruction by the First Day of School Year 2021-22 and Mitigating Learning Loss

- 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: Approval of Board Resolution No. 3196: "Committing to Returning Students to In-Person Instruction by the First Day of School Year 2021-22 and Mitigating Learning Loss."

Background/Rationale: Since Sacramento City schools closed temporarily on March 16, 2020, students have faced immense challenges and learning loss through distance learning. Following challenges this year with mental health, attendance, social-emotional learning and academic retention, families and students are uncertain about the future. This resolution, if passed, would commit to a full-time return and make mitigating learning loss a priority for the coming year.

Financial Considerations: None

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

Documents Attached:

1. Board Resolution No.3196 – to be provided prior to the Board meeting

<p>Estimated Time of Presentation: 10 minutes Submitted by: Isa Sheikh, Student Board Member Approved by: Jorge A. Aguilar, Superintendent</p>

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

RESOLUTION NO. 3196

**“COMMITTING TO RETURNING STUDENTS TO IN-PERSON INSTRUCTION BY THE
FIRST DAY OF SCHOOL YEAR 2021-22 AND MITIGATING LEARNING LOSS”**

WHEREAS, as a result of the COVID-19 pandemic, all Sacramento City Unified School District (“SCUSD”) schools temporarily closed to in-person instruction beginning March 16, 2020; and

WHEREAS, students have shown incredible resilience in the face of historic circumstances, educators and staff have put in tireless work to teach in unprecedented ways, and families have juggled simultaneously working in a pandemic and supporting distance learning; and

WHEREAS, in-person learning historically has proven to be the most effective form of learning for the majority of students because it allows them to develop socially and emotionally while exploring ideas and dynamic social situations among their teachers and peers; and

WHEREAS, SCUSD schools have begun opening for limited in-person learning beginning April 8 in a hybrid model that allows for two half-days of in-person instruction; and

WHEREAS, a recent study by Policy Analysis for California Education found that “there has been significant learning loss in both English Language Arts (ELA) and Math, with students in earlier grades most affected,” and that “certain student groups, especially low-income students and English language learners (ELLs), are falling behind more compared to others;” and

WHEREAS, the District’s Attendance and Engagement team has consistently reviewed data on student attendance and engagement, finding that 17.9% of students were chronically absent (missing 10% or more); and

WHEREAS, medical claim phone lines and healthcare providers have reported spikes in children facing severe symptoms of mental health challenges, such as UCSF Benioff Children’s Hospital, which reported a 66% increase in the number of suicidal children in the emergency room and a 75% increase in youth who required hospitalization for mental health services; and

WHEREAS, in the year 2020, hundreds more children in California died from suicide than the COVID-19 virus; and

WHEREAS, the District has supported 1,048 students/families with 1,903 mental health referrals to support their social and emotional wellbeing during distance learning; and

WHEREAS, the Centers for Disease Control and Prevention’s Operational Strategy for K-12 Schools through Phased Prevention, updated on March 19, 2021, says that “many K-12 schools that have strictly implemented prevention strategies have been able to safely open for in-person instruction and remain open;” and

WHEREAS, the District has undertaken a review of its facilities and ability to implement safety measure including space capacity and the ability to provide a safe transition back to in-person instruction, finding that as of April 16, 2021, 100% of elementary and K-8 sites meet or exceed

COVID-19 readiness facilities standards as outlined by PBK Architects, and 75% of middle and high School sites meet or exceed COVID-19 readiness facilities standards as outlined by PBK Architects. Staff expect the remaining 25% of middle school and high school sites to meet or exceed COVID-19 readiness facilities standards as outlined by PBK Architects by April 22, 2021; and

WHEREAS, Dr. Tara O. Henderson, Dr. Monica Gandhi, Dr. Tracy Beth Hoeg and Dr. Daniel Johnson, upon whose research the CDC guidelines are based, wrote that “keeping schools closed or even partially closed, based on what we know now is unwarranted, is harming children, and has become a human rights issue;” and

WHEREAS, Governor Gavin Newsom has announced that on June 15, 2021, the state of California will “fully reopen,” and the color-coded tier system and other COVID-19 restrictions will be phased out as vaccinations increase and community spread decreases; and

WHEREAS, the District has successfully provided 8 vaccine clinics with 12,921 vaccines provided to 8,067 individuals (staff and eligible community members):

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct.
2. The Board commits to working with staff and labor partners as needed, to ensure that all District students will be able to return to full-time in-person instruction on the first day of the 2021-22 academic calendar.
3. The Board instructs staff to expand in-person learning time/opportunities to the pre-pandemic model before the end of the 2020-21 school year, where and when it is possible.
4. That upon return in the Fall of the 2021-22 academic calendar, students should have access to as many career and extracurricular programs as health and safety guidelines allow.
5. Through summer programs, expanded learning opportunities along with regular learning, the District will be supporting the social-emotional and mental health needs of our system while ensuring a rigorous academic program.
6. Mitigating the learning loss deepened by distance learning will remain a priority throughout the 2021-22 school year.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 22nd day of April, 2021 by the following vote:

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

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education

Christina Pritchett
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.4

Meeting Date: April 22, 2021

Subject: Update on Re-Opening MOU's and Next Steps

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

Division: Legal Services

Recommendation: N/A

Background/Rationale: As the Sacramento City Unified School District has begun re-opening safely for in-person instruction for students, staff, families and our community, the District has worked with bargaining groups to ensure the safety and success for all. This presentation will be an update on various MOUs with bargaining groups and the status thereof.

Financial Considerations: N/A

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

Documents Attached:
N/A

<p>Estimated Time of Presentation: 20 minutes Submitted by: Raoul Bozio, In-House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.5

Meeting Date: April 22, 2021

Subject: Federal and State COVID-19 Relief Funds

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

Division: Business Services

Recommendation: Receive information on the District's COVID-19 Relief Funds

Background/Rationale: The District has been allocated State and Federal COVID-19 relief funds for the purpose of mitigating the spread of COVID-19 and addressing learning loss. The information being presented at tonight's Board meeting provides information on these funding sources.

Financial Considerations: \$313,732,982 approximate allocations as of April 1, 2021. The allocation assumes full allocation of In-Person Instruction (IPI) and Expanded Learning Opportunities (ELO) State Grants. The District must satisfy the requirements for both the IPI and ELO grants.

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

Documents Attached:

N/A

<p>Estimated Time of Presentation: 25 Minutes Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.6

Meeting Date: April 22, 2021

Subject: Special Education Assessments and CDE Determinations Update

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

Division: Special Education

Recommendation: N/A

Background/Rationale: Special education assessments of students with, or suspected of having, disabilities have been challenging for the District in light of school closures due to the COVID-19 pandemic, during which time the District was not been able to complete those assessments or hold IEP meetings to discuss those assessments, within 60 days of receiving parental consent as required by Education Code section 56043(c). Due to the significant backlog of assessments, California Department of Education (CDE) has issued decisions and required action steps being issued by the District to remedy this failure. The District previously reported on the CDE decision of January 19, 2021 for Case S-0297-20/21 at the February 18, 2021 Board Meeting.

In addition, on March 8, 2021, the District received a report from the California Department of Education (“CDE”) for Case S-0401-20/21 which summarizes the complainant’s allegations, finds that the District is out of compliance regarding timely completion of Special Education assessments, and provides corrective actions for the District to address.

On April 8, 2021, the District received a letter from the California Department of Education (“CDE”) for Case S-0297-20/21 addressing the District’s responses to the CDE’s corrective actions and providing that the District did not complete reports in March 2021 and did not submit the Comprehensive Coordinated Early Intervening Services plan in December 2020.

The Board will receive an update on the District's plan for addressing the backlog of Special Education Assessments, including an update concerning the addendum to the Reopening MOU on this topic recently reached with SCTA.

Documents Attached:

1. CDE 4.8.21 Letter - S-0297-20/21
2. Investigation Report Case S-0401-20/21

<p>Estimated Time of Presentation: 20 minutes Submitted by: Dr. Sadie Hedegard, Assistant Superintendent, Special Education Approved by: Jorge A. Aguilar, Superintendent</p>
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**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

April 8, 2021

Jorge Aguilar, Superintendent
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Dear Superintendent Aguilar,

This letter is in response to your March 23, 2021, correspondence to Donna DeMartini, Education Administrator I in the Special Education Division, California Department of Education (CDE). The CDE would like to provide clarifications to specific items identified by the District and share with you the concerns raised by the District's assertions about its compliance with the Corrective Actions identified in the January 19, 2021, Compliance Decision (Decision) S-0297-20/21 and current items required under the CDE's authority under 34 *Code of Federal Regulations* (CFR) Section 300.600 (d).

The District did not submit a complete report on either March 19, 2021, or March 26 2021, citing the need to update the format. On April 2, 2021, the District did not submit a report at all, and when asked, stated that it was closed for spring break that week. Thus, the CDE has not received a complete report from the District since March 12, and that report indicated that essentially no progress had been made.

Additionally, as of the date of this letter, the District has not submitted the Comprehensive Coordinated Early Intervening Services plan required under 34 CFR 300.646 (d), that was due to the CDE on December 15, 2020.

Federal and state law requires the state educational agency to enforce local compliance with the laws guaranteeing children with disabilities a free appropriate public education (Title 20 *United States Code* (20 USC) Section 1412(a) (11); Title 34, *Code of Federal Regulations* (34 CFR) Section 300.600; California *Education Code* Section 56000.

Under California *Education Code* 56045, the CDE is formally notifying your governing board that the SSPI has determined that Sacramento City Unified School District:

1. Is substantially out of compliance with the provisions of the IDEA as set forth in the notice of corrective actions (56045(a)(1)), and;
2. Has failed to substantially comply with corrective action orders issued by CDE resulting from a complaint investigation. (56045(a)(2));

April 8, 2021

Page 2

Upon receipt of this notice, we ask that the governing board agendaize this matter at its next board hearing to address the issue of noncompliance, as contemplated by Education Code section 56045(c). Please provide us with the date of the SCUSD Board meeting at which this matter will be heard.

Based on the on-going failures to comply with the corrective actions CDE, as the state educational agency, will consider exercising its authority to withhold special education funds allocated to the District under state and federal law, pursuant to Title 5, California Code of Regulations (5 CCR), sections 3088.1(b) and (c). Such a withholding may occur when a District, has failed to comply substantially with a provision of law regarding special education and related services, 5 CCR Section 3088.1(a).

The CDE encourages the District to implement its February 5, 2021 plan as revised on March 19, 2021 which will support the District on its path to compliance. However, based on the District's 2019-20 Annual Determination under IDEA and the current concerns with the District's identified issues in unsuccessful implementation of its plan to clear the current Corrective Actions issued January 19, 2021, the CDE is identifying Sacramento City Unified as a high-risk grantee. CDE will assign special conditions on the IDEA grant and further direct the District to use its 611 funds for assessing its students who are waiting for assessments per CFR section 300.604 (a)(2-3). Because SCUSD has been identified as Needs Intervention under 34 CFR 300.604(c) for more than 3 years, the CDE may move to withhold future payments or refer the matter to the Office of Inspector General at the US. Department of Education or the Department of Justice if the District continue to neglect or defer its responsibilities under IDEA.

If you have any questions regarding this subject, please contact Heather Calomese, Director, Special Education Division, by email at hcalomese@cde.ca.gov.

Sincerely,

/s/

Heather Calomese

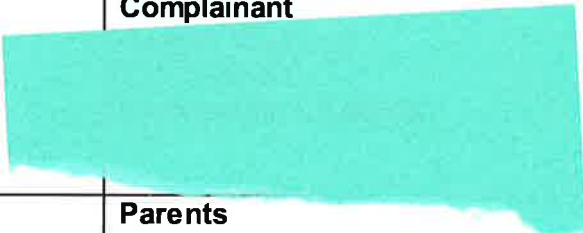
HC:sdb

cc: Dr. Sadie Hedegard, Assistant Superintendent, Special Education, Sacramento City Unified/SELPA

Sarah Neville-Morgan, Deputy Superintendent, Opportunities for All Branch, California Department of Education

Dr. Stephanie Gregson, Chief Deputy Superintendent, California Department of Education

**CALIFORNIA DEPARTMENT OF EDUCATION
Investigation Report
Case S-0401-20/21**

Public Agency Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824	Complainant 
Special Education Director Sadie Hedegard, Assistant Superintendent, Special Education Sacramento City Unified School District	Parents Various
Special Education Local Plan Area (SELPA) Geo Linares, Director Sacramento City Unified SELPA 5735 47th Avenue Sacramento, CA 95824	Student Various
Complaint Received January 7, 2021	Report Mailed March 8, 2021

INVESTIGATION PROCEDURES

The investigation and conclusions are based on the investigator’s review of materials and documents provided by the Complainant and the District, as well as telephone contacts with the Complainant on January 11, 2021, and emails exchanged with the District on January 12, 22, and 27, and February 18 and 22, 2021.

This is a student specific complaint that also alleges district-wide issues for other similarly situated District students. The student in the case is referred to as “Student One.” Other District students are referred to as “Students.”

SUMMARY OF ALLEGATION ONE

The Complainant alleges the District failed to comply with evaluation procedures set forth in California *Education Code (EC)* Section 56321(a), when the District failed to provide an assessment plan within the 15-day timeline from the August 25, 2020, parental request for an assessment, and when it also did not respond to initial assessment requests for similarly situated students.

APPLICABLE CITATIONS

EC Section 56321(a) requires:

If an assessment for the development or revision of the individualized education program [IEP] is to be conducted, the parent or guardian of the pupil shall be given, in writing, a proposed assessment plan within 15 days of the referral for assessment not counting days between the pupil's regular school sessions or terms or days of school vacation in excess of five schooldays from the date of receipt of the referral, unless the parent or guardian agrees, in writing, to an extension.

Code of Federal Regulations, Title 34 (34 *CFR*), Section 300.301(a) requires, "Each public agency must conduct a full and individual initial evaluation, in accordance with sections 300.304 through 300.306, before the initial provision of special education and related services to a child with a disability under this part."

FINDINGS OF FACT

Student One

1. On August 25, 2020, during the summer break, the student's parent requested an initial assessment to determine special education eligibility. On August 27, 2020, the District responded to the parent in an email stating initial face-to-face assessments and eligibility meetings were not being scheduled due to the Novel Coronavirus Disease 2019 (COVID-19), by orders of the health department. Parent was not provided an assessment plan at this time. Evidence for this finding is based on the August 25 and 27, 2020, emails between the parent and District.
2. September 3, 2020, was the first day of the District's 2020–21 school year, and the District began the school year in full distance learning. The District provided an assessment plan to the parent on October 14, 2020, 41 days after the start of the new school year and the initial assessment request. The parent agreed to the assessment plan on October 21, 2020, and sent it to the District. The date the District received the assessment plan was not provided. Evidence for this finding is based on the District's January 26, 2021, response to the complaint; the District's 2020–21 school year calendar; and the October 5, 2020, agreed to assessment plan.
3. The District acknowledges that the student's initial assessments had not been initiated as of the time the complaint was filed, nor had they been started as of the date of the District's response to the complaint. Evidence for this finding is based on the District's January 26, 2021, response to the complaint.

District-Wide Assessment Plans

4. September 3, 2020, was the first day of the District's 2020–21 school year in full distance learning. Evidence for this finding is based on the District's 2020–21 school

year calendar and the District's January 26, 2021, response to the complaint.

5. As of January 7, 2021, the District provided the CDE with a list of 46 signed assessment plans from parents in the District, out of 166 initial assessment requests received since September 3, 2021, the first day of the District's 2020–21 school year. Documentation, however, was not provided to verify that the 46 assessment plans were sent to the parents within 15 days of their requests. Evidence for this finding is based on the District's 2020–21 school year calendar; the list of initial assessment requests for the 2020–21 school year; and the February 24, 2021, email from the District to the California Department of Education.
6. The District has special education policies and procedures for documenting and responding to initial special education evaluations and related procedural safeguards for parents and timelines as required by state and federal regulations. Evidence for this finding is based on the District special education Board Policy dated November 16, 1998, and revised April 14, 2002; and Administrative Regulation 1664.4, dated November 16, 1998, and revised June 11, 2002.
7. As of January 7, 2021, the District had not provided assessment plans to the remaining 120 assessment requests made since the first day of the District's 2020–21 school year. Evidence for this finding is based on the January 26, 2021, District response to the complaint and the list of initial assessment requests for the 2020–21 school year.

Conclusion (Student One)

The District failed to meet the requirements of *EC* Section 56321(a). The District took 41 days to provide the parent with the requested initial assessment plan, and therefore, did not provide the parent with the assessment plan within the required 15-day timeline. **The District is out of compliance.**

Conclusion (District-Wide Initial Assessment Plans)

The District failed to meet the requirements of *EC* Section 56321(a). The District has not provided 166 initial assessment plans either within fifteen days, or at all, as required for conducting initial special education assessments from September 3, 2020 to January 7, 2021. **The District is out of compliance.**

SUMMARY CONCLUSION

The District failed to meet the requirements of *EC* Section 56321(a). The District failed to provide assessment plans as required for initial special education assessments within the 15-day time line of the request for Student One's assessments and when it also did not respond to initial assessment requests for all similarly situated students. **The District is out of compliance.**

SUMMARY OF ALLEGATION TWO

The Complainant alleges the District failed to comply with evaluation requirements as set forth in 34 *CFR* Section 300.301(c)(1), when the District failed to conduct an initial assessment and schedule an IEP team meeting within 60 days of parental consent for assessment.

APPLICABLE CITATION

34 *CFR* Section 300.301(c) requires:

(c) Procedures for initial evaluation. The initial evaluation (1)(i) Must be conducted within 60 days of receiving parental consent for the evaluation . . . and Must consist of procedures—To determine if the child is a child with a disability under 34 *CFR* 300.8; and (ii) To determine the educational needs of the child.

FINDINGS OF FACT

Student One

8. The parent requested an assessment of the student on August 25, 2020. The District provided the October 5, 2020, assessment plan on October 14, 2020, and the parent agreed to the assessment on October 21, 2020. Evidence for this finding is based on the August 25, 2020, parental request and the agreed to October 5, 2020, assessment plan.
9. As of January 7, 2021, the date the complaint was filed, as well as the District's response to the complaint, the District had neither assessed the student nor convened an IEP meeting to review the assessments within 60 days. Evidence for this finding is based on the District's January 26, 2021, response to the complaint.

District-Wide Initial Assessments

10. As of January 7, 2021, the District had received 166 requests for initial special education assessments. The District had received 46 signed assessment plans back, and none of the initial assessments had been initiated. Evidence for this finding is based on the January 26, 2021, District response to the complaint and the list of initial assessment requests for the 2020–21 school year.

Conclusion (Student One)

The District failed to meet the requirements of 34 *CFR* Section 300.301(c)(1). The District has not initiated the initial assessment for the student since receiving the October 21, 2020, consented to assessment plan, and therefore did not assess and convene the IEP team meeting to review the assessments within 60 days. **The District is out of compliance.**

Conclusion (District-Wide Initial Assessments)

The District failed to meet the requirements of 34 *CFR* Section 300.301(c)(1). The District has not assessed or convened the IEP meetings to review the 46 consented initial assessment plans since September 3, 2020, the first day of the 2020–21 school year. **The District is out of compliance.**

SUMMARY CONCLUSION

The District failed to meet the requirements of 34 *CFR* Section 300.301 (c)(1). The District has not initiated or completed initial assessments or convened the IEP meetings to review the student assessments within the required 60-day timeline for the 2020–21 school year. **The District is out of compliance.**

REQUIRED CORRECTIVE ACTIONS

Allegation One and Two

Student One

1. On or before April 20, 2021, the District shall provide evidence that it has completed the student's assessments, convened an IEP team meeting to review the assessment results, and determined the student's eligibility for special education and the requirements for needed services. If the IEP team determines compensatory services are needed, over and above the regular IEP services for the student, the District shall also provide the parent a plan for the provision of compensatory services, if agreed to by the parent, based on the delay in completing the assessments and timely holding and completing the IEP. Acceptable evidence should include a copy of the completed assessment report(s); the completed IEP; and the compensatory service plan, if applicable.

District-Wide Initial Assessments

2. On or before April 8, 2021, the District special education director or designee shall provide this report to the District's board of education. Acceptable evidence should include a copy of the board agenda listing this item and the Board meeting notes.
3. On or before April 16, 2021, the District shall provide a training to all District special education assessment administrators, school site special education case managers, and assessment service providers, regarding 34 *CFR* Section 300.301 and *EC* 56321(a), and the findings of this case, with a directive to comply with the law. Training by webinar or other electronic means is acceptable, and dividing training sessions to accommodate the scheduling needs of attendees is acceptable. Acceptable evidence should include a copy of the training agenda and a list of recipients and training participants, including their names, titles, and verification of attendance.

4. On or before May 1, 2021, the District shall develop a plan that ensures all overdue initial assessments from September 3, 2020, to January 7, 2021, will be completed by July 30, 2021. The plan must include the number of assessments that will be completed weekly and by whom, whether by District staff or qualified, non-District, contracted assessors. Acceptable evidence should include a copy of the plan.
5. On or before May 12, 2021, the District shall provide evidence of written communication with the individual affected parents/guardians of the students on the District provided list of the 166 requested initial assessments, that describes the District's schedule for providing assessment plans to parents who have not yet received them and obtaining parent signatures of agreement for those who have received assessment plans. The District should also provide evidence of completing the individual student assessments respectively for those students for whom the District had already received parent consent to assess as discussed in this report. Acceptable evidence should include copies of the District's plan, the written communications to parents/guardians, and a listing of the completed assessment reports by student.
6. On or before July 30, 2021, the District shall have provided the CDE with on-going weekly spreadsheets or weekly reports, for the timeframe between the date of this report and July 30, 2021, showing outstanding assessments needed and completed and IEP meetings to discuss completed assessments, as identified in the plan prepared in response to corrective action five above. Acceptable evidence should include copies of the weekly spreadsheets or reports, submitted to the CDE on a weekly basis.
7. On or before July 30, 2021, based on the students' completed initial IEPs, and if the IEP teams determine compensatory services are needed over and above the regular IEP services for the students respectively, the District shall provide letters to the parents/guardians respectively, with plans for the provision of compensatory services as appropriate, if agreed to by the parents/guardians, based on the delay in completing the assessments and timely holding and completing the IEPs. Acceptable evidence should include a copy of the students' IEPs and plans for providing compensatory services over and above the regular services already included in the students' IEPs, if applicable.

RECONSIDERATION NOTICE

The findings in this investigation report are specific to this case. While general rules are cited, findings in other investigations may differ due to the facts and issues in each case.

Within 30 days of the "Report Mailed" date on this California Department of Education (CDE) report, either party may request reconsideration [*California Code of Regulations*, Title 5, Section 3204]. The request for reconsideration must state and explain the reason for the request based on one or more of the following:

- a. The report lacks material findings of fact
- b. The material findings of fact in the report are unsupported
- c. The legal conclusion in the report is inconsistent with the law
- d. The corrective actions in the report fail to provide proper remedy

Pending the Superintendent's reconsideration, the Department report, including corrective actions remains in effect and enforceable.

A request for reconsideration of the CDE's Investigation Report must be postmarked within 30 days of the "Report Mailed" date on the CDE report and sent to:

**Ana Marsh, Education Administrator II
Complaint Resolution Unit
California Department of Education
1430 N Street, Suite 2401
Sacramento, CA 95814
916-445-4623 Phone
916-327-8878 Fax**

Evidence of required corrective actions or questions regarding corrective actions shall be directed to:

**Donna DeMartini, Education Administrator I
Focused Monitoring and Technical Assistance Unit Two
California Department of Education
1430 N Street, Suite 2401
Sacramento, CA 95814
916-445-4632 Phone
916-327-0326 Fax**

If compliance is determined in this investigation and no corrective actions are required, consider this case closed.

Ana Marsh
Education Administrator II
Complaint Resolution Unit

Melissa Branson
Education Administrator I
Complaint Investigation Unit I

Jane Canty
Education Administrator I
Complaint Investigation Unit II

California Department of Education
Special Education Division



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

Meeting Date: April 22, 2021

Subject: Public Hearing: Approve Revised Board Policy 3315, Relations with Vendors

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

Division: Legal Services

Recommendation: Approve revision to Board Policy 3315.

Background/Rationale: 2 CFR 200.318(c)(1) states that LEAs are required to have written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the LEAs. As provided by the California Department of Education during the 2020-21 FPM Findings and Resolutions, revisions to the policies concerning conflicts of interest are necessary. No prior updates to Board Policy 3315 have occurred since its first revision in 2001. Such updates have been reviewed by the CDE.

Documents Attached:

1. BP 3315 (Redlines)

<p>Estimated Time of Presentation: 5 Minutes Submitted by: Raoul Bozio, In House Counsel Approved by: Jorge A. Aguilar, Superintendent</p>

Sacramento City USD

Board Policy

Relations With Vendors

BP 3315

Business and Noninstructional Operations

No district employee or Governing Board member shall accept personal gifts, commissions or expense-paid trips from individuals or companies selling equipment, materials or services required in the operation of district programs. Gifts include any gift purchased specifically for an employee which is not generally offered to other buyers.

This policy does not prohibit employees from accepting promotional or advertising items such as calendars, desk pads, notebooks and other office gadgets which are offered by business concerns free to all as part of their public relations programs.

District purchases of goods or non-employee services shall not be made from vendors with which district employees hold an economic interest. A district employee is considered to hold an economic interest in a vendor if they own, work for, serve as a consultant for, or have other financial interests with the vendor or if a member of an employee's immediate family has a direct financial interest in the potential vendor. A direct financial interest is defined as full or partial ownership, employment by, or existence of a consulting contract.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 9270 - Conflict of Interest)

This policy does not prohibit the acceptance of materials and/or services which are of use and benefit to the district.

(cf. 3290 - Gifts, Grants and Bequests)

No district employee or Governing Board member shall participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the district employee has a financial or other interest in or a tangible personal benefit for a firm considered for a contract. Any district employee in violation of this policy shall be subject to disciplinary action consistent with 2 CFR 200.318(c)(1). The Superintendent or designee may take disciplinary action as he/she deems appropriate in light of the particular facts and circumstances involved.

(cf. 4118 – Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

60071 Prohibited offers to influence adoption or purchase of instructional materials

60072 Acceptance of consideration or inducements by school official

60073 Penalties for violation of article

60074 Supplying sample copies

60075 Receiving sample copies

60076 Inapplicability of article; royalties or other compensation of school official for writing or preparing instructional materials; claim of district to royalty

CODE OF FEDERAL REGULATIONS

2 CFR § 200.318 - General procurement standards

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: November 5, 2001

revised: **TBD**



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: April 22, 2021

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. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Notices of Completion – Facilities Projects

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
California Department of Education A21-00097	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2019/20	\$14,601 No Match
<p>7/1/20 – 9/30/22: Alternate Dispute Resolution (ADR) Grant. Funding for the ADR process to respond to and resolve local complaints and concerns regarding the implementation of the Individuals with Disabilities Education Act. The ADR process is a desirable and effective practice that supports the positive interaction and collaboration among parents and educators, and promotes the implementation and use of conflict resolution throughout the state.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
Architectural Nexus, Inc. SA21-00367	4/6/21 – Architectural and Mechanical Engineering Services for the District-wide HVAC Assessment Project. The District utilizes a two-step process to contract architectural firms as described below. 1. Ratification of the Master Agreement for Architectural Services with Architectural Nexus, Inc. is requested. The firm was selected for the District’s pool of qualified architects through a rigorous Request for Qualifications process completed in February, 2020. As firms are contracted for their first capital project, the District requires each firm in the pool to execute a Master Agreement. After the Master Agreement is executed, the District proceeds to contract the firm for a specific capital project. Exhibit A, Project Authorization Form, of the agreement is used to assign projects and includes detailed, project-specific scope, schedule, compensation, etc. 2. Ratification of the Project Authorization Form for the firm’s first assigned project under the new Master Agreement is requested. The firm is providing architectural and mechanical engineering services for the District-wide HVAC Assessment project. In coordination with the District, and the District’s Testing and Balancing (TAB) contractor, and Mechanical/Electrical/Plumbing contractors, 83 school sites will be assessed with the intention of identifying spaces at each school site whose mechanical systems have been reviewed and tested to meet guidelines set forth by ASHRAE, CDC, and CDPH. Please refer to the Project Authorization Form for project details.	\$641,638 CARES Funds
New Contract:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

See Below 4/1/21 – 6/30/21: Service to ensure all 3,572 HVAC units throughout the District are disinfected and functioning properly in order to mitigate the spread of COVID-19. Service includes but is not limited to: checking electrical and gas connections; replacing worn or damaged components; disinfecting units; documenting refrigerant charge, air temperatures, gas pressure; and tagging/reporting units that need more extensive repairs. The 6 mechanical contractors listed below were determined to be qualified to perform the services based on past experience working with the District. The number of units assigned to each contractor is based upon the contractor's availability and how many units the contractor estimated they could service in 60 days between April 1 and May 31.

\$2,860,000
CARES Funds

New Contracts:
 Yes
 No

Contracts

R21-03899	ACCO Engineered Systems	\$550,000
R21-03901	Airco Mechanical	\$475,000
R21-03902	IES/Site Logiq	\$530,000
R21-03903	Intech Mecanical	\$475,000
R21-03904	Johnson Controls	\$330,000
R21-03906	MSI Mechanical	\$500,000

SPECIAL EDUCATION

Eaton Interpreting
SA21-00067

7/1/20 – 6/30/21: Interpreting services as requested by the Special Education department during the 2020/21 school year. Services include sign language interpreting for Deaf and Hard of Hearing students. The pending Amendment No. 1 is required due to distance learning interpretations for students. The additional funds have caused the agreement to exceed the threshold where Board approval is now required.

Original Amount:
\$60,000

New Contract:
 Yes
 No

Increase: \$80,000

Total:
\$140,000
Special Education
Funds

Excel Interpreting
SA21-00147

7/1/20 – 6/30/21: Interpreting and translation services as requested by the Special Education department during the 2020/21 school year. Services include interpretation for Individualized Education Plan (IEP) meetings, parent conferences, and assessments/screenings as well as document translation services for IEPs and other reports from English to other languages as necessary for families with limited English proficiency. Increase is required due to distance learning, including translation of individual classroom instruction, occupational therapy, physical therapy, and speech therapy.

Original Amount:
\$170,000

New Contract:
 Yes
 No

Increase:
\$120,000

Total:
\$290,000
Special Education
Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Roebbelen Contracting	Lisbon Dry Rot/Roof Replacement	3/5/21
Valley Precision Grading	Luther Burbank Synthetic Turf & Infill Replacement	3/26/21

Grant Award Notification

GRANTEE NAME AND ADDRESS Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870		CDE GRANT NUMBER				
		FY	PCA	Vendor Number	Suffix	
		20	13007	67439	E1	
Attention Jorge Aguilar, Superintendent		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY	
Program Office Sacramento City Unified, 3412		Resource Code	Revenue Object Code	34		
Telephone 916-643-9000		3395	8182	INDEX		
Name of Grant Program 2020-21 Alternate Dispute Resolution Expansion					0663	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$14,601		\$14,601		07/01/2020	09/30/2022
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
84.027A	H027A200116	Individuals with Disabilities Education Act Part B, Section 611			United States Department of Education	
<p>I am pleased to inform you that you have been funded for the Alternate Dispute Resolution Expansion Grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to the ADR mailbox at ADR@cde.ca.gov</p> <p style="text-align: center;">Michael Wimberly, Education Programs Consultant Opportunities for All Branch Special Education Division, Office of the Director California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Michael Wimberly, Special Education Division				Job Title Education Programs Consultant		
Email Address mwimberly@cde.ca.gov				Telephone 916-319-0377		
Signature of the State Superintendent of Public Instruction or Designee 				Date March 19, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent				Title		
Email Address				Telephone		
Signature ▶				Date		

Grant Award Notification (Continued)

9. To continue receiving grant payments, the grantee must complete and return the enclosed 2020-21 ADR Expansion Grant Progress Report to the ADR mailbox at ADR@cde.ca.gov, on the basis of the reporting periods provided on the form. To request a digital copy of the 2020-21 ADR Expansion Grant Progress Report, please email ADR@cde.ca.gov. ADR Expansion Grant funding may be impacted by the data and information provided.
10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention web page at <https://www2.ed.gov/about/offices/list/oig/hotline.html>.
11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Michael Wimberly, Education Programs Consultant, Special Education Division, by phone at 916-319-0377 or by email at ADR@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report
Special Education Local Plan Area Director: ADR Expansion Grant Supplemental Assurances Statement and ADR Expansion Grant Progress Report



PROJECT AUTHORIZATION FORM

SCUSD HVAC Assessment Project

Date: April 6, 2021

Pursuant to the Master Architect Agreement dated April 6, 2021 between Architectural Nexus, Inc. (Architect) and Sacramento City Unified School District (District or SCUSD), Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Architectural and mechanical engineering services for the SCUSD HVAC Assessment project. The District has a total of eighty-three (83) school sites that will be included in the assessment. The intent of the assessment and associated modifications is to identify spaces at each school site whose mechanical systems have been reviewed and tested to meet guidelines set forth by ASHRAE GUIDANCE FOR REOPENING OF SCHOOLS (8/20/20), REOPENING OF SCHOOLS AND UNIVERSITIES (7/17/20) CDC Operating schools during COVID019: CDC's Considerations (3/1/21) and CDPH CONSOLIDATED SCHOOL GUIDANCE (1/14/21).

Program Components/Project Scope

The process of assessment will consist of several steps.

- School sites architectural verification
- School sites HVAC System Assessment, Tag Anomalies
- School sites Minor Repairs
- Testing and Balancing
- Non-passing spaces recommendation options
- Assessment Report Completion

To begin this process, Architect will visit eighty-three (83) school sites. Architect will use site plans or 1A site maps in PDF form as the site keys for each campus and will use those PDFs to verify items as listed under Architectural Space Assessment (see below). District will provide the site plans or 1A site maps in PDF form. For the architectural site assessment, it is anticipated that the District will provide Architect with keys to the campuses to be visited each week.

Architect will begin with elementary schools to be followed by middle and then high schools, based on District's priorities for schools to transition to in-person learning. The District has sixty-four (64) elementary and K-8 campuses, six (6) middle school campuses and thirteen (13) high school campuses.

The assessment will be broken down by school campus and within each school campus, by building. The assessment will include main functional spaces (classrooms, science labs, vocational classrooms, offices, libraries, gym spaces, student locker rooms, office/ad min suites, multipurpose rooms, auditoriums, lobbies at theaters/auditoriums, nurses' offices, restrooms, teachers' lounge or teachers' collaboration rooms). Incidental use spaces and non-curriculum spaces and sites (e.g. closets, janitor's closets, storage spaces, corridors/transition spaces, maintenance buildings, sheds) will not be part of the assessment.

Architectural Space Assessment:

The architectural space assessment will consist of the following:

- a. Team of two will visit each school site. SCUSD-provided keys will allow access by team to all buildings and spaces.
- b. Team will verify and note overall room dimensions and overall ceiling height of each main functional space to be noted in assessment report matrix. Room occupancy type will also be included.
- c. Team will identify if each space has operable windows and doors that open to the outside. This will indicate if space has direct access fresh air. Assessment will note spaces that do not have operable windows or doors connecting directly with outside.
- d. The preliminary space data will be compiled in the assessment report matrix.
- e. Assessment report matrix will be updated and distributed to project team on an ongoing basis. This will allow the mechanical team to proceed with HVAC-equipment verification on a staggered parallel track.

Mechanical Space Assessment:

The second (mechanical) assessment will consist of the following:

- a. Mechanical team will use the room area information provided in the architectural assessment to determine the ventilation/filtration rates required by code for each of the main functional spaces.
- b. Mechanical team will visit each school site to do functional testing, with District-contracted controls contractor, to manipulate mechanical system. Mechanical engineer will identify building mechanical system anomalies and notify District. Repairs will be done by District's mechanical/electrical/plumbing (M/E/P) contractors. Once these are completed, the Testing and Balancing (TAB) contractor (under contract with the District) will follow.
 - i. Minor repairs - it is the intent of this process that minor repairs will be corrected by the District's controls and M/E/P contractors upon the repair issues being identified.
 - ii. Major repairs - repairs that cannot be made by District's controls and M/E/P contractors, that require equipment design changes, replacement of equipment and modifications beyond maintenance work, or that require further investigation and design/engineering to resolve, will not be addressed in this assessment effort.
- c. TAB contractor shall test and adjust each mechanical system for ventilation rate. Ventilation rates achieved shall be incorporated into the assessment matrix. For spaces that are not able to achieve the required ventilation/filtration rates, mechanical engineer shall provide recommendations.
- d. Based on the data resulting from running the HVAC equipment, several categories of room results will be determined:
 - i. Rooms that meet the minimum air ventilation/filtration criteria will be color coded in one color. Green Space designation is conformance with criteria.
 - ii. Rooms that do not meet the minimum air ventilation/filtration criteria will be coded in another color. Yellow space designation is not in conformance with criteria but can do so using predetermined, off-the-shelf solutions which are expected to bring the space into compliance. No further mechanical engineering is required (e.g. room filtration unit - in the case where we can achieve a design ventilation rate with filters that are lower performing than MERV 13, a dedicated room filtration unit with a high-performance HEPA filter will be recommended).

- iii. Rooms that cannot be provided with outside air directly as well as rooms with existing HVAC equipment that is not capable of providing the air ventilation/filtration criteria will be color-coded a third color. Red Space designation is for spaces where repair and adjustment cannot bring the room's air ventilation/filtration rates to meet the criteria. Further engineering and analysis are required. Several recommendations may be provided (listed below) but will require further design effort. Mechanical consultant shall provide recommendation to address areas where fresh air cannot be provided by either means (HVAC or operable windows) with current systems. Should a system not be capable of design ventilation rate with MERV 13 filters, air treatment options will need to be pursued. Options include:
 - 1. UV and IONS - UV and Ions have been identified by the Environmental Protection Agency as having similar value as air treatment technologies. UV has the advantage of having been thoroughly tested and has specified values of performance stipulated by ASHRAE. Ions on the other hand have no third-party testing nor third-party performance criteria. The only factor that ASHRAE specifies relative to ions is that systems comply with UL-2998. Limited testing data available on these.
 - 2. New mechanical equipment and ductwork distribution systems.
- iv. UV is a harder system to apply in that direct UV radiation can be harmful to humans. Also due to the requirements for power level/exposure time needed to achieve disinfection the only practical method for applying UV is "upper air". This requires UV light to be installed above 7 feet and shine out horizontally for maximizing exposure time to the air.
- v. Ions have the advantage in that they directly affect the air molecules and can be deployed in the air conditioning systems as a result are far less expensive. This is a reason why they have been so broadly deployed in schools to date.

Assessment report matrix will be updated and distributed to project team on an ongoing basis. This will allow the mechanical team, controls and M/E/P contractors and the TAB contractor to proceed with HVAC systems verification/repair on a staggered parallel track with the architectural assessment.

While the assessment report will be updated on a regular basis, the final assessment report will be distributed once all sites have been visited, HVAC equipment has been checked and resulting TAB information recorded and recommendations have been made for spaces that cannot achieve results that are compliant with guidelines set forth in the ASHRAE GUIDANCE FOR REOPENING OF SCHOOLS (8/20/20), REOPENING OF SCHOOLS AND UNIVERSITIES (7/17/20) CDC Operating schools during COVID-19: CDC's Considerations (3/1/21) and CDPH CONSOLIDATED SCHOOL GUIDANCE (1/14/21).

We anticipate updating the assessment matrix at the end of each week to reflect school sites visited and information gathered. Regularly scheduled one-hour meetings of the project team (SCUSD, Capital Engineering, Arch Nexus, TAB contractor, M/E/P contractors as appropriate) are planned and shall occur once every two (2) weeks via Zoom. Documentation will be accessible via Bluebeam.

There is no agency review included in this agreement. No other disciplines are anticipated as part of the scope and are thus excluded from this agreement.

Clarifications, Assumptions and Exclusions:

- 1. This project assumes work at any of the school sites associated with this proposal will not require DSA review. No other City, County, Utility or other agency permitting requirements are included. The work shall fall under the category of maintenance.
- 2. The proposed schedule is based on estimated site assessments by architectural team to run for ten (10) weeks. Mechanical team assessments follow two weeks later and are also estimated to

run for sixteen (16) weeks. Should access or other changes (unforeseen conditions) affect that assumption, Architect shall have the option to negotiate with District to adjust fee and schedule as needed. M/E/P contractors and TAB contractor work-effort durations are also estimated. If those work effort durations change, Architect shall have the option to negotiate with District to adjust fee and schedule.

3. Plumbing modifications are excluded from this project.
4. No other design disciplines besides the two noted in this agreement are included in the scope of this project. Should other design disciplines be needed, they can be provided under a separate project amendment.
5. No bidding or construction administration is included in the agreement.
6. Project is planned as a single phase, with components as listed above. Should the project need to be phased, Architect shall have to option to negotiate with District to adjust fee and schedule as needed.
7. Testing and Balancing portion of work is part of the critical path. Testing and Balancing Contractor, along with the controls contractor and M/E/P contractors are not under this agreement
8. Architect shall coordinate with District, controls, M/E/P and TAB contractors on site efforts status to update the assessment matrix:
 - a. As each week's architectural assessment is complete, Architect updates assessment matrix.
 - b. As each week's mechanical and controls assessment is complete, Architect updates assessment matrix. Results of this assessment (regarding minor repairs) are included in matrix. Matrix is distributed to District and their M/E/P contractors.
 - c. As each week's repair work is completed by District's M/E/P contractors, District and their M/E/P contractors inform team that work is completed.
 - d. As each week's TAB is performed, TAB contractor provides results to Architect to update matrix.
9. Keys used for access to school campuses will be checked out at the beginning of each week and returned at the end of each week, to allow for most time-efficient survey of sites.

B. Compensation

For the Additional Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated Six Hundred Forty-One Thousand, Six Hundred Thirty-Eight Dollars (\$641,638) for the Additional Services under this Master Agreement. Architect acknowledges that the flat fee price for the Additional Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Additional Services with the exception of items listed above under Clarification, Assumptions & Exclusions.

The deliverables shall be:

- Final Assessment Matrix report with assessment findings and school campus plans, showing spaces that met the criteria set forth in the ASH RAE GUIDANCE FOR REOPENING OF SCHOOLS (8/20/20), REOPENING OF SCHOOLS AND UNIVERSITIES (7/17/20) CDC Operating schools during COVID-19: CDC's Considerations (3/1/21) and CDPH CONSOLIDATED SCHOOL GUIDANCE (1/14/21); spaces that did not meet the criteria, including recommendations for possible options to meet criteria using off-the-shelf solutions which are expected to bring the space into

compliance (no further mechanical engineering is required); "red" spaces that will need design and engineering to determine a solution that meets the criteria.

- PDF of each school site plan or 1A site map noting the rooms highlighted in green (passed), yellow (listed recommendations), and red (failed).

C. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

D. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Victor Burbank
Senior Principal

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

Architectural Assessment:

Duration - Ten (10) weeks (assumes two teams visiting 42 sites each).

Mechanical Assessment (visits with controls contractor):

Duration - Sixteen (16) weeks - With approximately a two (2) week stagger behind the Architectural Assessment. It is assumed that the District's controls contractor will have one (1) team to match the mechanical engineer - this timeline assumes mechanical engineer and controls contractor visiting each site together. Mechanical systems that are exhibiting anomalies will be identified at this time. This information will be provided to District and District's M/E/P contractors.

District's Mechanical/Electrical/Plumbing Contractors to make minor repairs:

Duration - Sixteen (16) weeks - This timeline is estimated and will need to be coordinated between the District, their contractors and the A/E team. It is assumed that the District's M/E/P contractor will be making the minor repairs identified on a similar timeline and pace as mechanical site assessment with controls contractor. The M/E/P contractors will note as system repairs are completed. The M/E/P contractors are not under this contract. Changes in their schedule (not under Architect's control) may affect overall project schedule.

District's Testing and Balancing Contractor:

Duration - Six (6) months - Test and adjust each mechanical system for ventilation rate and provide data on results to be incorporated into assessment matrix. This timeline will need to be coordinated between the District, the TAB contractor and the A/E team. It is assumed that the TAB contractor will have three (3) teams. Based on preliminary discussions with TAB contractor and three teams, checking 2,775 units, it is estimated that this effort will take 6 months. The TAB contractor is not under this contract. Changes in their schedule (not under Architect's control) may affect overall project schedule.

Updates to Assessment Matrix - Assuming the M/E/P minor repairs and TAB contractor testing and adjusting are on a staggered parallel schedule with the architectural and mechanical assessments, updates to the assessment matrix will be made on a weekly basis and distributed by the A/E team. Spaces that have met or not met the required ventilation/filtration criteria will be noted, for use by the District in housing in-person students and staff.



Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Jorge A. Aguilar, Superintendent

Rose Ramos, Chief Business Officer

MASTER AGREEMENT

for

ARCHITECTURAL SERVICES

with

ARCHITECTURAL NEXUS, INC.

April 6, 2021

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and Architectural Nexus, Inc. (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

In consideration of the covenants and conditions contained in this Master Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 **Additional Services:** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.
- 1.2 **Agreement:** "Agreement" shall mean this Master Agreement for Architectural Services.
- 1.3 **Architect:** "Architect" shall mean Architectural Nexus, Inc. and its officers, shareholders, owners, partners, employees, agents and authorized representatives.
- 1.4 **Basic Services:** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.
- 1.5 **Contract Documents:** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, the Project Authorization Form attached hereto as Exhibit A, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.6 **Contractor:** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.7 **District:** "District" shall mean the Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

- 1.8 **Project:** "Project" shall mean the work of improvement described in Article 3 and the in the "Project Authorization" form attached as Exhibit A, and construction thereof, including the Architect's services thereon, as described in this Master Agreement.
- 1.9 **Project Construction Cost:** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Master Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.
- 1.10 **Wrongful Acts or Omissions:** "Wrongful Acts or Omissions" shall mean Architect's acts, errors, or omissions in breach of this Master Agreement, the applicable standard of care, or law.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

- 2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with a mutually acceptable project schedule as set forth in each Project Authorization Form. The project schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The project schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect's reasonable control.

All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are licensed and qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA") that are in effect as of the date of this Master Agreement. Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3

DESCRIPTION OF PROJECT

- 3.1 The Project concerning which such architectural services shall be provided is described in the Project Authorization Form, issued for each individual project, attached hereto as Exhibit A.

ARTICLE 4

COMPENSATION

4.1 Basic Services

4.1.1 For all "Basic Services" satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization form attached hereto as Exhibit A. This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	10%
Contract Documents Phase (50%)	15%
Contract Documents Phase (100%)	15%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	25%
Close Out Phase	5%
<hr/>	
TOTAL BASIC COMPENSATION	100%

4.2 Additional Services

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.3 Reimbursable Expenses

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications

and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

- 4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed and specify to which phase of the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.
- 4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor; and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.
- 4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a list of employees who will be dedicated to delivering the project on time

and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

5.2 **Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be retained or employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.

5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the

State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the

District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes,

decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This project will not be delivered utilizing Construction Management, Multi Prime.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.6 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both CAD and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package. However, Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to supervise, coordinate, and manage the compliance of the DSA Construction Oversight Process. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC); (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of

record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements and as requested by the District, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall provide certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.2.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the American Arbitration Association ("AAA") in Sacramento, California.

5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.24 Architect shall make reasonable professional efforts to ensure that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at Architect's own cost.

Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 **Close Out Phase**

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

5.9 **Use of Previously Prepared Materials**

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

- 6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.
- 6.2 The following is a list of services that are not included in the Basic Services to be provided under this Master Agreement, and will be performed only in accordance with Article 6.1, above:
- 6.2.1 Providing financial feasibility or other special studies;
- 6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
- 6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;
- 6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;
- 6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;
- 6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
- 6.2.7 Providing services made necessary by the default of the Contractor;
- 6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;
- 6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;
- 6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;
- 6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.

6.2.13 As part of the close-out process, assist the District in updating the Facilities Master Plan database once project has been completed.

ARTICLE 7

RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;
- 7.3 Furnish, at the District's expense, the services of a Project Inspector;
- 7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors through the Architect;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

ARTICLE 8

GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the

District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.

- 8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions (exclusive of design professional liability), and automobile liability (owned, non-owned, and hired) coverages. Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).
- 8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.
- 8.4 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.
- 8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

- 8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 8.8 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 8.9 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9

WORKER'S COMPENSATION INSURANCE

- 9.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10

PROFESSIONAL LIABILITY INSURANCE

- 10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than One Hundred Thousand Dollars (\$100,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect

agrees that the plans may be submitted for bid or bid consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

- 10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.
- 10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously through the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policies will be in effect during the requested additional period of time.
- 10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 10.9 Insurance companies providing the above policies shall be legally authorized, licensed, and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 10.10 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11

COMPLIANCE WITH LAWS

- 11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

- 12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

- 12.2 **Termination by Architect.** For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the

date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 **Miscellaneous Provisions**

12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

- 15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.
- 15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

- 16.1 This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.
- 16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising

out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

- 16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

- 17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18

INDEMNITY

- 18.1 **Architect Indemnification**

To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. Architect's obligation for the costs of defense of such claims shall be limited to the Architect's proportionate share of liability in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's business. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 **District Indemnification for Use of Third Party Materials**

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

ARTICLE 19

TIME SCHEDULE

19.1 **Time for Completion**

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

19.2 **Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the School District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

<p>DISTRICT:</p> <p>Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47th Avenue Sacramento CA 95824</p>	<p>ARCHITECT:</p> <p>Architectural Nexus, Inc. Attn: Victor Burbank, Senior Principal 930 R St Sacramento, CA 95811</p>
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- 20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- 20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.
- 20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.
- 20.9 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 20.10 If any provision of this Agreement shall be held invalid or render unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Victor Burbank
Senior Principal

Date: _____

Date: _____



PROJECT AUTHORIZATION FORM

_____ (Project)

Date: _____

Pursuant to the Master Architect Agreement dated _____, _____ between _____ (name of firm) and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

[INSERT PROJECT DESCRIPTION]

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Hourly Rate/Not to Exceed

Architect shall be compensated according to its hourly rate schedule set forth in Attachment Two. Architect's total compensation for its Basic Services shall not exceed _____. Architect acknowledges that the not-to-exceed price for Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Flat Fee

Architect shall be compensated _____ (\$_____) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Percentage of Construction Cost

Architect shall be compensated no more than _____ percent (___%) [can include sliding scale percentages] of the final adjusted Project Construction Cost for the Project. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, excluding any increase made at such time as bids are received to make the Project

Construction Cost equal to the construction contract amount, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$_____, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Victor Burbank
Senior Principal

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT

SAMPLE

Attachment Two to Project Authorization

HOURLY RATE / FEE SCHEDULE

SAMPLE



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and ACCO Engineered Systems (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 700 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Five Hundred Fifty Thousand Dollars (\$550,000).

Labor Rate	\$132.00/hour
Overtime Labor Rate	\$180.00/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.



The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.



Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	ACCO Engineered Systems
Attn: Jessica Sulli, Contracts	Attn: Tracey Jans
PO Box 246870	9290 Beatty Dr
Sacramento CA 95824-6870	Sacramento, CA 95826

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided



under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

ACCO ENGINEERED SYSTEMS

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

Brandon M Ellis
By: _____
Brandon Ellis - Sales Manager

Name/Title

03/29/2021
Date

3/25/2021
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7		25
Fruitridge	20	3	3		19		45
G. Didion	4	1			28		33
G. Empire	15	1			17		33
Genesis	5	26					31
H. Bancroft	7	10			13		30
H. Johnson	82	2		29	40		153
H.J.West Campus	4	40	1				45
Health Professions	31	2	1				34
Hollywood	16	7					25
H.W. Harkness	16	5			4		25
Isador Cohen	18				8		26
John Bidwell	4	12			15		31
J. Bonnheim	16	2			16		34
J. Cabrillo	15	1			11		27
J. Marshall	2	1			30		33
J. Morse	5	9			5		19
J. Sloat	5	13			8		26
J.Still Middle	18	21			2		41
J.Still Elementary	9	23			2		34
J.F.Kennedy	44			36(AHU)	22		102
J. Muir/PS7		14			4		18
Kit Carson	7	11		7(AHU)			25
Father K.B.Kenny	30				4		34
Luther Burbank	103			1(AHU)	2	17	120
Leonardo DaVinci	56				4		60
Leataata Floyd	23				2		25
Lisbon	6				30		36
M. Anderson	8			9(AHU)	9		16
Mark Hopkins	16	8			1	3	28
M&O	14		2			2	18
Maple		8			1	14	23
Mark Twain	4	16				5	25
Matsuyama	27	2			1	8	38
M.E.T.	5	19			1		25
M.L. King	6				1	33	40
New Technology	14			1(AHU)		10	25
Nicholas	4	13				19	36
Oakridge	16	11				11	38

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

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

1. That I am a representative of _____(Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

_____The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor'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 Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

- c. List of fingerprinted employees assigned to work for the district:

- d. All others will be required to have Company Badges visible at all times.

5. **FINGERPRINTING PROCESS**

- a. **CONTRACTOR** - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. **FACILITIES, MAINTENANCE AND OPERATIONS** - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. **CONTRACTOR** – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District’s Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver’s License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Airco Mechanical, Inc. (hereinafter referred to as "Contractor").

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7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Clarifications:

1. Indoor fan shaft bearing replacements are not included and will be quoted separately as required.
2. Double time is not included. Double time situations are any work on Sundays or holidays, any work over 12 hours on weekdays, and any work over 10 hours on Saturdays.
3. Up to 5ft of 3/4" galvanized condensate pipe for each unit is included. Situations that require larger pipe will be quoted separately.
4. Refrigerant leak repair situations that require recovery, brazing and evacuation will be quoted separately.
5. Economizer repairs are not included.
6. Equipment over 20 tons is not included and will be quoted separately as required.
7. Contractor will honor all parts manufacturers' warranties with labor covered for 90 days for service and repair work.

Exclusions:

1. Any work not identified in the above scope, asbestos abatement, BMS controls, bonds, cleaning supply and return registers, controls conduit, cranes, DDC controls, double time, duct testing and cleaning, electrical line voltage conduit and wiring, liquidated damages, motor replacements over 5HP, premium time, protection and repairs of walls/ceiling/floor, providing and installing temporary barriers, scaffolding, scissor lifts, boom lifts, forklifts, man lifts, VFD replacements.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



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Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

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ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or



indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

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Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

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Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.



ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	Airco Mechanical, Inc.
Attn: Jessica Sulli, Contracts	Attn: Mike Evers
PO Box 246870	8210 Demetre Ave
Sacramento CA 95824-6870	Sacramento, CA 95828

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.



ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District’s Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

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This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

AIRCO MECHANICAL, INC.

DocuSigned by:
Rose Ramos
By: _____
CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: *[Signature]*
Joann Hillenbrand
Chief Financial Officer

03/29/2021
Date

Name/Title
3/25/2021
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
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Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
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C. Wenzel	18					11		29
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C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
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E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7		25
Fruitridge	20	3	3		19		45
G. Didion	4	1			28		33
G. Empire	15	1			17		33
Genesis	5	26					31
H. Bancroft	7	10			13		30
H. Johnson	82	2		29	40		153
H.J.West Campus	4	40	1				45
Health Professions	31	2	1				34
Hollywood	16	7					25
H.W. Harkness	16	5			4		25
Isador Cohen	18				8		26
John Bidwell	4	12			15		31
J. Bonnheim	16	2			16		34
J. Cabrillo	15	1			11		27
J. Marshall	2	1			30		33
J. Morse	5	9			5		19
J. Sloat	5	13			8		26
J.Still Middle	18	21			2		41
J.Still Elementary	9	23			2		34
J.F.Kennedy	44			36(AHU)	22		102
J. Muir/PS7		14			4		18
Kit Carson	7	11		7(AHU)			25
Father K.B.Kenny	30				4		34
Luther Burbank	103			1(AHU)	2	17	120
Leonardo DaVinci	56				4		60
Leataata Floyd	23				2		25
Lisbon	6				30		36
M. Anderson	8			9(AHU)	9		16
Mark Hopkins	16	8			1	3	28
M&O	14		2			2	18
Maple		8			1	14	23
Mark Twain	4	16				5	25
Matsuyama	27	2			1	8	38
M.E.T.	5	19			1		25
M.L. King	6				1	33	40
New Technology	14			1(AHU)		10	25
Nicholas	4	13				19	36
Oakridge	16	11				11	38

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS


Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

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

1. That I am a representative of Airco Mechanical, Inc. (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

 The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

N/A Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

N/A Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

N/A No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor'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 Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

- c. List of fingerprinted employees assigned to work for the district:

- d. All others will be required to have Company Badges visible at all times.

5. **FINGERPRINTING PROCESS**

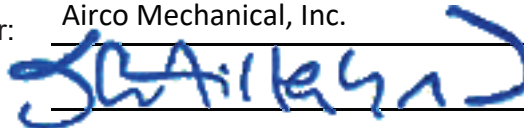
- a. **CONTRACTOR** - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. **FACILITIES, MAINTENANCE AND OPERATIONS** - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. **CONTRACTOR** – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District’s Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver’s License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/25/2021

Proper Name of Contractor: Airco Mechanical, Inc.

Signature: 

Print Name: Joann Hillenbrand

Title: Chief Financial Officer



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and IES/Site Logiq (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 700 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Five Hundred Thirty Thousand Dollars (\$530,000).

Labor Rate	\$125.00/hour
Overtime Labor Rate	\$187.50/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.



The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.



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District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
IES/Site Logiq
Attn: Justin Payton
1512 Silica Ave
Sacramento, CA 95815

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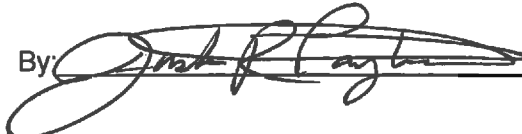


Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

IES/SITE LOGIQ

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: 
JUSTIN PATTON - SERVICE MANAGER
Name/Title

03/29/2021
Date

3/26/21
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

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E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7	25
Fruitridge	20	3	3		19	45
G. Didion	4	1			28	33
G. Empire	15	1			17	33
Genesis	5	26				31
H. Bancroft	7	10			13	30
H. Johnson	82	2	29		40	153
H.J.West Campus	4	40	1			45
Health Professions	31	2	1			34
Hollywood	16	7				25
H.W. Harkness	16	5			4	25
Isador Cohen	18				8	26
John Bidwell	4	12			15	31
J. Bonnheim	16	2			16	34
J. Cabrillo	15	1			11	27
J. Marshall	2	1			30	33
J. Morse	5	9			5	19
J. Sloat	5	13			8	26
J.Still Middle	18	21		2		41
J.Still Elementary	9	23		2		34
J.F.Kennedy	44		36(AHU)		22	102
J. Muir/PS7		14			4	18
Kit Carson	7	11	7(AHU)			25
Father K.B.Kenny	30				4	34
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Leataata Floyd	23				2	25
Lisbon	6				30	36
M. Anderson	8		9(AHU)		9	16
Mark Hopkins	16	8		1	3	28
M&O	14		2		2	18
Maple		8		1	14	23
Mark Twain	4	16			5	25
Matsuyama	27	2		1	8	38
M.E.T.	5	19		1		25
M.L. King	6			1	33	40
New Technology	14		1(AHU)		10	25
Nicholas	4	13			19	36
Oakridge	16	11			11	38

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

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

1. That I am a representative of SITELOGIQ (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

 The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

 Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: JUSTIN PAYTON

Title: SERVICE MANAGER

 No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor'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 Contractor.
- b. The District will require fingerprints and SCUSD Badges to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

c. List of fingerprinted employees assigned to work for the district:

JOSH MORGAN

BEN SCHALLBERGER

TYLER RAMAGE

ANTHONY NASCA

JOHN FRESCHI

DILLON PERRY

AUSTIN JOHNSON

d. All others will be required to have Company Badges visible at all times.

5. FINGERPRINTING PROCESS

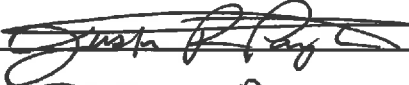
- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the Facilities Dept. by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District's Project Manager.

6. APPLICANTS - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/26/21

Proper Name of Contractor: SITELOGIQ

Signature: 

Print Name: JUSTIN PAYTON

Title: SERVICE MANAGER



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Intech Mechanical (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 625 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Exclusions:

1. Indoor fan shaft bearing replacements are not included and will be quoted separately as required.
2. Double time is not included. Double time situations are any work on Sundays or holidays, any work over 12 hours on weekdays, and any work over 10 hours on Saturdays.
3. Up to 5ft of 3/4" galvanized condensate pipe for each unit is included. Situations that require larger pipe will be quoted separately.
4. Refrigerant leak repair situations that require recovery, brazing and evacuation will be quoted separately.
5. Economizer repairs are not included.
6. Equipment over 20 tons is not included and will be quoted separately as required.
7. Contractor will honor all parts manufacturers warranties with labor covered for 90 days for service and repair work.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000).

Labor Rate	\$127.00/hour
Overtime Labor Rate	\$187.00/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%



Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation. The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an



additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Intech Mechanical
Attn: Craig Sweeney
7501 Galilee Rd
Roseville, CA 95678



ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.



ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

INTECH MECHANICAL

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402
Rose Ramos
Chief Business Officer

By: *[Signature]*
Craig Sweeney / General Mgr
Name/Title

03/29/2021
Date

3/25/21
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
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H. Johnson	82	2	29		40	153
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Leataata Floyd	23				2	25
Lisbon	6				30	36
M. Anderson	8		9(AHU)		9	16
Mark Hopkins	16	8		1	3	28
M&O	14		2		2	18
Maple		8		1	14	23
Mark Twain	4	16			5	25
Matsuyama	27	2		1	8	38
M.E.T.	5	19		1		25
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CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION


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

1. That I am a representative of Intech Mechanical (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**


_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

 _____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Kent Rund

Title: Lead Service Technician

 _____ No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor'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 Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

c. List of fingerprinted employees assigned to work for the district:

Kent Rand	Core Project
Brian Orbeckowski	Core Project
Brandon Nelson	Core Project
Bryan Zick	Repairs
Ronnie Oliver	Repairs
Marlo Ventura	controls if needed
Michael Cetrino	controls if needed


d. All others will be required to have Company Badges visible at all times.

5. FINGERPRINTING PROCESS

- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District's Project Manager.

6. **APPLICANTS** - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/25/21
Proper Name of Contractor: Fitech Mechanical
Signature: 
Print Name: Craig Sweeney
Title: General Manager



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Johnson Controls, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

HVAC systems disinfection and tune-up of 400 HVAC units at various sites in the District. A full list of Units by Site is attached in Exhibit A. Work is to be done during normal business hours between April 1 and May 31, 2021.

Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Exclusions:

1. Any hauling or rigging.
2. Consolidated report. Contractor will provide daily reports with the number and type of units completed and any deficiencies found for the day.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees paid shall be per the fee schedule below. District shall not pay travel or trip charges, fuel surcharges, or any other additional fees. Total fee shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000).

Labor Rate	\$169.12/hour
Overtime Labor Rate	\$253.68/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.



The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Fingerprinting Certification: Concurrent with the execution of this Agreement, Contractor and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit C, certifying that Contractor has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.



ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Johnson Controls, Inc.
Attn: Zac Dillow
103 Woodmere Rd Ste 110
Folsom, CA 95630

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations



under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

JOHNSON CONTROLS, INC.

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: _____

Name/Title

03/29/2021

Date

Date



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

JOHNSON CONTROLS, INC.

By: _____

Rose Ramos
Chief Business Officer

By: *[Signature]*

ERIK BECK HVAC INSTALLATION MANAGER
Name/Title

Date

3/26/21

Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7	25
Fruitridge	20	3	3		19	45
G. Didion	4	1			28	33
G. Empire	15	1			17	33
Genesis	5	26				31
H. Bancroft	7	10			13	30
H. Johnson	82	2	29		40	153
H.J.West Campus	4	40	1			45
Health Professions	31	2	1			34
Hollywood	16	7				25
H.W. Harkness	16	5			4	25
Isador Cohen	18				8	26
John Bidwell	4	12			15	31
J. Bonnheim	16	2			16	34
J. Cabrillo	15	1			11	27
J. Marshall	2	1			30	33
J. Morse	5	9			5	19
J. Sloat	5	13			8	26
J.Still Middle	18	21		2		41
J.Still Elementary	9	23		2		34
J.F.Kennedy	44		36(AHU)		22	102
J. Muir/PS7		14			4	18
Kit Carson	7	11	7(AHU)			25
Father K.B.Kenny	30				4	34
Luther Burbank	103		1(AHU)	2	17	120
Leonardo DaVinci	56				4	60
Leataata Floyd	23				2	25
Lisbon	6				30	36
M. Anderson	8		9(AHU)		9	16
Mark Hopkins	16	8		1	3	28
M&O	14		2		2	18
Maple		8		1	14	23
Mark Twain	4	16			5	25
Matsuyama	27	2		1	8	38
M.E.T.	5	19		1		25
M.L. King	6			1	33	40
New Technology	14		1(AHU)		10	25
Nicholas	4	13			19	36
Oakridge	16	11			11	38

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

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

1. That I am a representative of _____(Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

_____The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor'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 Contractor.
- b. The District **will require fingerprints and SCUSD Badges** to be worn by the following:
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

- c. List of fingerprinted employees assigned to work for the district:

- d. All others will be required to have Company Badges visible at all times.

5. **FINGERPRINTING PROCESS**

- a. **CONTRACTOR** - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. **FACILITIES, MAINTENANCE AND OPERATIONS** - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. **CONTRACTOR** – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District’s Project Manager.

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- a. Signed and completed Application form with the **exact amount of cash payment or company check only**. Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver’s License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____



SERVICES AGREEMENT

Date: March 24, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Mechanical Systems Installation (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

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In consideration of the mutual promises contained herein, the parties agree as follows:

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Services include:

1. Check all electrical connections to ensure they are tight and have a good connection.
2. Document actual motor amp draw and amp rating on all motors. Replace any worn or damaged components.
3. Check all motors, belts, sheaves, pulleys for proper adjustment and alignment. Replace parts as needed to bring unit back into factory specifications.
4. Clean evaporator and condenser coils with approved chemicals to properly disinfect and remove all buildup and debris to ensure proper airflow.
5. Check p-trap and condensate drain to ensure it is intact and functional with no blockages. Repair or replace any broken or missing drain lines, support, secure and ensure proper grade. Use galvanized piping when replacement is necessary. Do not use copper piping.
6. Check and document refrigerant charge as well as supply and return air temperatures. If refrigerant leak is found and it can be stopped easily and repairs made quickly, then



recharge system to factory specifications, this should be done as part of this agreement. If further extensive repairs are necessary, add this to the report and provide a proposal to the district.

7. Check and document gas pressure for furnaces. If gas leak is found, please shut off gas supply, tag valve and immediately notify SCUSD Facilities Maintenance Department at (916) 395-3970.
8. Complete all documentation requested in items 1-7 on the check list provided in Exhibit B. Use a separate checklist for each school site.

Exclusions:

1. Permits and fees; any framing or blocking for duct support, cutting and patching, abatement, roofing, priming and painting, air hose reels, line voltage electrical, lighting control, any pre-finished metals, saw cutting or core drilling, concrete x-ray work, gas piping, condensate drains, trenching, concrete pads, control conduit, access doors, door louvers, dumpster costs, water heater flue piping, cast iron hubs @RWLs, fire caulking and anything else not specifically included in scope above.

ARTICLE 2. TERM.

This Agreement shall commence on April 1, 2021, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 8 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

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Labor Rate	\$162.70/hour
Materials/Supplies	Actual Cost
Markup on Materials/Supplies	15%

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Jeff Winn, Manager, Facilities Maintenance, at Jeffrey-winn@scusd.edu.

ARTICLE 4. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.



The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

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ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.



ARTICLE 8. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 9. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 10. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Mechanical Systems Installation
Attn: Kevin Wick
PO Box 2533
Carmichael, CA 95609

ARTICLE 11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations



under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 12. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 16. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 17. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

MECHANICAL SYSTEMS INSTALLATION

DocuSigned by:
By: Rose Ramos
CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: [Handwritten Signature]

KEVIN P. WICK / PRESIDENT
Name/Title

03/29/2021
Date

3/25/2021
Date

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

SITE NAME	PACKAGE UNIT	SPLIT SYSTEM	MINI SPLIT	FAN COIL	UNIT VENTILATOR	WALL MOUNT	WINDOW	TOTAL
Alice Birney	4	19				3		26
Albert Einstein	57	3			1	5		66
A. Lincoln	11	1			3	12		27
A.W. McClaskey	3	9	3				11	26
A. Legion	2	20			1	4		27
A.M. Winn	3	13				15		31
Amer. Choice/GW	25				2			27
Bret Harte	10	25				6		41
Bear Flag	5	14	1			6		26
B.Green McCoy	23					12		35
B.Green Chacon						20		20
C. Greenwood	17					16		33
C. Wenzel	18					11		29
C.K.McClatchy	22	9		50	14	6		101
California Middle	19	42	1			3		65
Camellia Basic	17		1			14		31
Capitol City						25		25
C.B. Wire	9		1			3		13
Cesar Chavez						27		27
C.A.Jones	36	5				10		51
C.P.Huntington	18					10		28
Crocker	20	2				4		26
David Lubin	8	23				7		38
Edward Kelly		2						2
E. Kemble	5	23				11	7	46
E. Phillips	6	24				9		39
Earl Warren	2	18				10		30
Ethel Baker	24	4			1	9	2	40
Elder Creek	10	1				31		42
Fern Bacon	48	3	1		2	8		62
Florin Tech	9					12		21

EXHIBIT A
SCUSD TOTAL HVAC UNITS BY SITE

Freeport	15	3			7		25
Fruitridge	20	3	3		19		45
G. Didion	4	1			28		33
G. Empire	15	1			17		33
Genesis	5	26					31
H. Bancroft	7	10			13		30
H. Johnson	82	2		29	40		153
H.J.West Campus	4	40	1				45
Health Professions	31	2	1				34
Hollywood	16	7					25
H.W. Harkness	16	5			4		25
Isador Cohen	18				8		26
John Bidwell	4	12			15		31
J. Bonnheim	16	2			16		34
J. Cabrillo	15	1			11		27
J. Marshall	2	1			30		33
J. Morse	5	9			5		19
J. Sloat	5	13			8		26
J.Still Middle	18	21			2		41
J.Still Elementary	9	23			2		34
J.F.Kennedy	44			36(AHU)	22		102
J. Muir/PS7		14			4		18
Kit Carson	7	11		7(AHU)			25
Father K.B.Kenny	30				4		34
Luther Burbank	103			1(AHU)	2	17	120
Leonardo DaVinci	56				4		60
Leataata Floyd	23				2		25
Lisbon	6				30		36
M. Anderson	8			9(AHU)	9		16
Mark Hopkins	16	8			1	3	28
M&O	14		2			2	18
Maple		8			1	14	23
Mark Twain	4	16				5	25
Matsuyama	27	2			1	8	38
M.E.T.	5	19			1		25
M.L. King	6				1	33	40
New Technology	14			1(AHU)		10	25
Nicholas	4	13				19	36
Oakridge	16	11				11	38

EXHIBIT C
CRIMINAL BACKGROUND INVESTIGATION, FINGERPRINTING CERTIFICATION AND
DISTRICT IDENTIFICATION

1. REQUIREMENTS

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

2. CERTIFICATION

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

1. That I am a representative of MSI-MECHANICAL (Contractor), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. Contractor certifies that it has taken the following actions with respect to the construction project which is the subject of the Contract: **INITIAL APPROPRIATE PARAGRAPHS**

KPM The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the 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 Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

KPM Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

KPM Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: KEVIN P. WICK

Title: PRESIDENT

KPM No employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

3. DISTRICT IDENTIFICATION BADGES

All construction personnel or guests will be required to wear an identification badge at all times while on district property. The general contractor will also be responsible for enforcing use of the badges at all times.

- a. The "Criminal Background Investigation" form for required Contractor and Subcontractor employees, and others the District may require is on the last page of this document.
- b. The District will issue badges to the General Contractor who will be responsible for issuing them to personnel, subcontractors, suppliers and other construction personnel or guests visiting the site.
- c. Failure to enforce this section will be considered a violation of the Agreement subject to removal of worker(s) and imposition of a penalty of up to Fifty Dollars (\$50.00) per day, per occurrence.
- d. The General Contractor shall provide an updated list of all individual badge holders every Wednesday afternoon to the Facilities office. The General Contractor shall also maintain a daily log in the job shack showing by number the name of the person wearing the numbered tag. The Daily Log shall be accessible to the District personnel at all times.
- e. All badges will be returned to the District at the completion of the project. A fee of \$50.00 will be paid by the Contractor for each badge not returned within thirty (30) days of the completion of this project.
- f. Contractor shall require each badge recipient to acknowledge and sign the Contractor Badge Receipt Form (Individual). Contractor shall be required to acknowledge and sign the Contractor Badge Receipt Form (General Contractor).
- g. Failure to comply with this policy will result in immediate removal of the construction personnel from the District property.

4. FINGERPRINTING

Fingerprinting is done so that the District may request a criminal background check from the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI). A photo will also be taken. Once results are received, a badge for the assigned location will be issued through the General Services office.

- a. Contractor'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 Contractor.
- b. **The District will require fingerprints and SCUSD Badges to be worn by the following:**
 1. Project Managers
 2. Superintendents
 3. Foremen (Leads/Supervisors of all Trades)

4. Sub-foremen

c. List of fingerprinted employees assigned to work for the district:

d. All others will be required to have Company Badges visible at all times.

5. FINGERPRINTING PROCESS


- a. CONTRACTOR - Please complete the Contractor Application form for all Project Managers, Superintendents, Foremen and Sub-Foremen, and forward to the District Project Manager in the **Facilities Dept.** by email, for Administrator signature.
- b. FACILITIES, MAINTENANCE AND OPERATIONS - Obtain Administrator signature and return the signed form to the Contractor by email.
- c. CONTRACTOR – Fingerprinting/live scans are completed daily on Monday to Friday, on a walk-in only basis at the District Office, 5735 47TH Avenue, Sacramento, CA 95824. The turn-around time for results cannot be determined or controlled by the District. It may vary from days to weeks. You will be notified when the District receives your clearance from HR. If you would like to follow up directly with HR, you may contact the District's Project Manager.

6. APPLICANTS - Bring the following at the time of your appointment:

- a. Signed and completed Application form with the **exact amount of cash payment or company check only.** Call the District Office to verify the amount for fingerprinting, at 916-643-7400.
- b. Current California Driver's License or acceptable photo Identification Card. Expired licenses or identification cards are not accepted.
- c. Social Security Card – required for fingerprinting.
- d. Fingerprinting Fee: Please provide the exact amount of cash payment or company check at the time of fingerprinting to the Fingerprinting staff.

Date: 3/25/2021

Proper Name of Contractor: MSI-MECHANICAL SYSTEMS

Signature: 

Print Name: KEVIN P. WICK

Title: PRESIDENT

SERVICES AGREEMENT

Amendment No. 1

Date: April 22, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Eaton Interpreting Services, hereinafter referred to as "Contractor," dated July 1, 2020 is amended as follows:

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$54.00 per hour of services as may be requested by District. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Forty Thousand Dollars (\$140,000) which represents an increase of \$80,000 to the Agreement.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Special Education Program Technician, at Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EATON INTERPRETING SERVICES

By: _____
Rose Ramos
Chief Business Officer

By: _____
Kim Eaton
President

Date

Date



SERVICES AGREEMENT

Date: July 1, 2020 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Eaton Interpreting Services (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Interpreting services as needed to ensure effective communication with deaf, hard of hearing, or deaf-blind persons as requested by the Special Education Department.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2020, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$54.00 per hour of services as may be requested by District. District shall not pay travel and other expenses. Total fee shall not exceed Sixty Thousand Dollars (\$60,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Special Education Program Technician, at katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's



compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).



ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal



representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	Eaton Interpreting Services
PO Box 246870	8333 Olivine Ave
Sacramento CA 95824-6870	Citrus Heights, CA 95610
Attn: Jessica Sulli, Contracts	Attn: Kim Eaton, President

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be



affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District’s Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EATON INTERPRETING SERVICES

DocuSigned by:
Rose Ramos
By: _____
CC6FE7C204D7402...
Rose Ramos
Chief Business Officer

By: *Kim Eaton*

Kim Eaton
President

9/14/2020
Date

8/26/2020
Date



SERVICES AGREEMENT

Amendment No. 1

Date: April 22, 2021

Agreement between the Sacramento City Unified School District, hereinafter referred to as "District" and Excel Interpreting LLC, hereinafter referred to as "Contractor," dated September 28, 2020 is amended as follows:

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees are per the schedule in Exhibit B. Total fee shall not exceed Two Hundred Ninety Thousand Dollars (\$290,000) which represents an increase of \$120,000 to the Agreement.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EXCEL INTERPRETING, LLC

By: _____
Rose Ramos
Chief Business Officer

By: _____
Koy Saephan
Founder/CEO

Date

Date



SERVICES AGREEMENT

Date: September 28, 2020 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Excel Interpreting LLC (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Translation of Individualized Education Plans (IEPs) or other documentation from English to language requested by the Special Education department for the 2020/21 school year.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2020, and continue through June 30, 2021, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:



Fee Rate: Fees are per the schedule in Exhibit B. **Total fee shall not exceed One Hundred Seventy Dollars (\$170,000).**

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Katrina Kafouros, Katrina-kafouros@scusd.edu with a copy to invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.



The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from



another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:	Contractor:
Sacramento City Unified School District	Excel Interpreting LLC
Attn: Jessica Sulli, Contracts	Attn: Koy Saephan
PO Box 246870	1804 Tribute Road, Suite 210
Sacramento CA 95824-6870	Sacramento, CA 95815

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.



ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

[signature page follows]



Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EXCEL INTERPRETING LLC

DocuSigned by:
Rose Ramos
CC6FE7C204D7402...
By: _____
Rose Ramos
Chief Business Officer

Koy Saephan
By: _____
Koy Saephan
Founder/CEO

10/16/2020
Date

10/15/2020
Date



EXHIBIT A

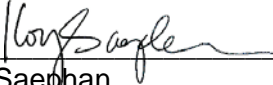
CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.



Koy Saephan
Founder/CEO

10/15/2020

Date

EXHIBIT B

Excel Interpreting & Translating
 1804 Tribute Road Suite 210
 Sacramento, California 95815

Phone 1 (800) 915-0638
 Fax 1 (800) 930-2393
 www.excelinterpreting.com

Fee Structure: Sacramento City Unified School District (SPED) SY 2020-21

1. Translation

Description	Regular Rate
Spanish	\$0.12 per word
All Other Languages	\$0.18 per word
Project Minimum	\$50.00 per project minimum

- Rush Fee – additional \$0.02 per word – requests made fewer than 24 hours
- Full fee applies when email confirmation has been made.
- Formatting fees may apply, a quote will be provided per request for approval.

2. Qualified Interpretation (In-person/On-site and Video Remote Interpreting-Zoom)

Description	Regular Rate
Spanish	\$58.00 per hour
All Other Languages	\$70.00 per hour
American Sign Language (ASL)	\$85.00 per hour

- Short Notice Charge – additional \$15.00 per request - requests made fewer than 24 business hours.
- 2 hours minimum for regular and VRI - all requests that are more than 2 hours will be billed according to hours requested and reserved (as opposed to actual hours worked); Time extending beyond the hours requested will be billed in 15-minutes increments.

3. Telephonic

Description	Regular Rates
Immediate Access – All Languages	1 min connection time - \$1.39 per minute
Pre-scheduled – All languages	\$65.00 per hour – 1 hour minimum

- Call the scheduling unit to set up telephonic interpreting



Excel Interpreting & Translating
1804 Tribute Road Suite 210
Sacramento, California 95815

Phone 1 (800) 915-0638
Fax 1 (800) 930-2393
www.excelinterpreting.com

Late Cancellation Policy

Cancellations made with fewer than 24 business hours will be invoiced for the full amount of the scheduled appointment (2-hours minimum or hourse reserved). Please send a cancellation email and a call (for last minute cancellations). If you utilize our client portal login, that will suffice. You cancel through the portal and no calls or emails will be necessary.

Client versus Customer Rates

Please note that the fee structure offered is reserved for clients for whom we provide repeated and continuing services. If the requests are few, we reserve the right to renegotiate higher fees.

Service Access Information

In-Person Interpretation Requests

Adelina Past – Scheduling Manager

appts@excelinterpreting.com

Phone 1 (800) 915-0638 ext. 101

Fax 1 (800) 930-2393

Document Translation Requests

Jessica Delgado – Translation Manager

translations@excelinterpreting.com

1 (800) 915-0638 ext. 102

Customer Service Concerns

Mandi Saeteun – Director of Operations

mandi@excelinterpreting.com

1 (800) 915-0638 ext. 103

Accounting/Billing

Ken Saephan – Billing Manager

billing@excelinterpreting.com

1 (800) 915-0638 ext. 105



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1b

Meeting Date: April 22, 2021

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 22, 2021
2. Classified Personnel Transactions Dated April 22, 2021

<p>Estimated Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent</p>
--

Attachment 1: CERTIFICATED 4/22/2021

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
LEAVES							
BULL	TARA	C	Teacher, Spec Ed	HOLLYWOOD PARK ELEMENTARY	4/17/2021	6/30/2021	LOA (PD) 4/17-6/30/21
CREEVAN	KAYLEE	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	3/8/2021	3/14/2021	LOA EXT (PD) 3/8-14/21
CREEVAN	KAYLEE	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	3/15/2021	4/30/2021	LOA (PD) FMLA/CFRA 3/15-4/30/21
CREEVAN	KAYLEE	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	5/1/2021	6/30/2021	LOA RTN (PD) FMLA/CFRA 5/1/21
FIELDS	JACQUELINE	0	Teacher, Spec Ed	CESAR CHAVEZ INTERMEDIATE	4/3/2021	4/18/2021	LOA (PD) FMLA/CFRA 4/3-4/18/21
FIELDS	JACQUELINE	0	Teacher, Spec Ed	CESAR CHAVEZ INTERMEDIATE	4/19/2021	6/30/2021	LOA RTN (PD) FMLA/CFRA 4/19/21
FORMAN	REBECCA	A	Teacher, High School	ENGINEERING AND SCIENCES HS	3/15/2021	6/14/2021	LOA (PD) FMLA/CFRA 3/15-6/14/21
FORMAN	REBECCA	A	Teacher, High School	ENGINEERING AND SCIENCES HS	6/15/2021	6/30/2021	LOA (PD) 6/15-30/21
HUI	WAI KI	C	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	2/18/2021	3/16/2021	LOA (PD) FMLA/CFRA 2/18-3/16/21
HUI	WAI KI	C	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	3/17/2021	6/30/2021	LOA RTN (PD) FMLA/CFRA 3/17/21
LARIZ	VERONICA	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	4/19/2021	6/11/2021	LOA (PD) 4/19-6/11/21
LEE	DONALD	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	3/3/2021	3/30/2021	LOA EXT (PD) 3/3-30/21
LEE	DONALD	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	3/31/2021	6/30/2021	LOA RTN (PD) 3/31/21
NATALE	SANDRA	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	2/16/2021	3/31/2021	LOA (PD) 2/16/21-3/31/21
NGUYEN	PHUONG	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	4/23/2021	6/30/2021	LOA RTN (PD) 4/23/21
NOGUCHI	MARISA	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	4/8/2021	6/30/2021	LOA RTN (PD) FMLA/CFRA 4/8/21
ORR	HANNAH	A	Resource Spec Tchr, SE, Elem	CALEB GREENWOOD ELEMENTARY	4/5/2021	4/13/2021	LOA EXT (PD) 4/5-4/13/21
POOLE	KATIE	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	4/9/2021	6/17/2021	LOA (PD) FMLA/CFRA 4/9/21-6/17/21
POOLE	KATIE	A	Teacher, Middle School	SUTTER MIDDLE SCHOOL	6/18/2021	6/30/2021	LOA RTN (PD) FMLA/CFRA 6/18/21
RAPTAKIS	STEPHANIE	A	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	2/16/2021	4/12/2021	LOA (PD) 2/16-4/12/21
RAPTAKIS	STEPHANIE	A	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	4/13/2021	6/18/2021	LOA (PD) FMLA/CFRA 4/13-6/18/21
STEVENS	FRANCINE	A	Teacher, High School	ROSEMONT HIGH SCHOOL	3/16/2021	6/30/2021	LOA (PD) ADMIN 3/16/21
THOMPSON	BRITTANY	A	Teacher, Elementary	ISADOR COHEN ELEMENTARY SCHOOL	4/5/2021	6/14/2021	LOA (PD) 4/5-6/14/21
RE-ASSIGN/STATUS CHANGE							
SUTTON	AMBER	B	Principal, Elem/Charter Schl	BOWLING GREEN ELEMENTARY	3/22/2021	6/30/2021	REA/STCHG 3/22/21
SEPARATE / RESIGN / RETIRE							
MANICH CEA	SANDRA	C	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	7/1/2020	6/30/2021	SEP/RESIGN 6/30/21
VALIANT	KULWINDER	C	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	7/1/2020	6/18/2021	SEP/RESIGN 6/18/21

NameLast -----	NameFirst -----	JobPerm -----	JobClass -----	PrimeSite -----	BegDate -----	EndDate -----	Comment -----



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1c

Meeting Date: April 22, 2021

Subject: Approve Donations to the District for the Period of March 2021

- 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 2021.

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

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

Documents Attached:

1. Donations Report for the period of March 2021

<p>Estimated Time: N/A Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
--

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
BA21-0000613	Posted	(0350-2) GENEVIEVE F DIDION K	6517	Check	03/30/21	2089			BA0000203	2021-22 Library Donation, G I	23,061.97
	01-0812-0-8690-	- - - -0350-				23,061.97					
BA21-0000614	Posted	(0490) SUTTER MIDDLE SCHOOL	6528	Mixed Cash	03/23/21					Donations - Calender Sales, United Way Donations	5,687.79
	01-0812-0-8690-	- - - -0490-				39.79					
	01-0812-0-8690-	- - - -0490-				4,800.00				PTO Donation - Teacher Supp	
	01-0812-0-8699-	- - - -0490-				348.00				Art Calender Sale	
	01-0812-0-8699-	- - - -0490-				500.00				Woodshop Donation	
BA21-0000656	Posted	Jeffrey S. Brien	6528	Check	03/23/21	1240			SUTTERMAND	DONATION FOR MANDARIN	50.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				50.00					
BA21-0000657	Posted	Bradford L Quon	6528	Check	03/23/21	471			SUTTERMAND	DONATION FOR MANDARIN	50.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				50.00					
BA21-0000658	Posted	Lu F Saepanh	6528	Check	03/23/21	1028			SUTTERMAND	DONATION FOR MANDARIN	100.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				100.00					
BA21-0000659	Posted	Raul F Esparza	6528	Check	03/23/21	2567			SUTTERMAND	DONATION FOR MANDARIN	100.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				100.00					
BA21-0000660	Posted	Sang Voong	6528	Check	03/23/21	7981			SUTTERMAND	DONATION FOR MANDARIN	100.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				100.00					
BA21-0000661	Posted	Bradford L Quoni	6528	Check	03/23/21	472			SUTTERMAND	DONATION FOR MANDARIN	150.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				150.00					
BA21-0000662	Posted	Michelle M Liang	6528	Check	03/23/21	1000			SUTTERMAND	DONATION FOR MANDARIN	200.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				200.00					
BA21-0000663	Posted	Hsin- Ying Liu	6528	Check	03/23/21	1015			SUTTERMAND	DONATION FOR MANDARIN	200.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				200.00					
BA21-0000664	Posted	AJ Bookkeeping and Tax Service Ir	6528	Check	03/23/21	1053			SUTTERMAND	DONATION FOR MANDARIN	200.00
	01-0812-0-8690-	Receipt Transactions	3628216								
	01-0812-0-8690-	- - - -0490-				200.00					

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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
BA21-0000665	Posted	Xiong Fei	6528	Check	03/23/21	139			SUTTERMAND	DONATION FOR MANDARIN	200.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									200.00
BA21-0000666	Posted	Daisie Chiuu	6528	Check	03/23/21	1648			SUTTERMAND	DONATION FOR MANDARIN	200.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									200.00
BA21-0000667	Posted	Yiming Ru	6528	Check	03/23/21	254			SUTTERMAND	DONATION FOR MANDARIN	200.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									200.00
BA21-0000668	Posted	Lynn L Ly	6528	Check	03/23/21	2644			SUTTERMAND	DONATION FOR MANDARIN	200.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									200.00
BA21-0000669	Posted	Weiyang Jiang	6528	Check	03/23/21	269			SUTTERMAND	DONATION FOR MANDARIN	200.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									200.00
BA21-0000670	Posted	William Downer	6528	Check	03/23/21	324			SUTTERMAND	DONATION FOR MANDARIN	200.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									200.00
BA21-0000671	Posted	Erica H. Chan	6528	Check	03/23/21	113			SUTTERMAND	DONATION FOR MANDARIN	250.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									250.00
BA21-0000672	Posted	Abraham Lo	6528	Check	03/23/21	2066			SUTTERMAND	DONATION FOR MANDARIN	250.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									250.00
BA21-0000673	Posted	Laurisa S. Elhai	6528	Check	03/23/21	6339			SUTTERMAND	DONATION FOR MANDARIN	250.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									250.00
BA21-0000674	Posted	T.N.	6528	Check	03/23/21	1218			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000675	Posted	Lisa Sat Van	6528	Check	03/23/21	1555			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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
BA21-0000676	Posted	Lisa Sat Van	6528	Check	03/23/21	1556			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000677	Posted	Jordan Fassler	6528	Check	03/23/21	2104			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000678	Posted	Toni D Webb	6528	Check	03/23/21	3058			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000679	Posted	Maggie Luong	6528	Check	03/23/21	350			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000680	Posted	Mellissa Meng	6528	Check	03/23/21	395			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000681	Posted	Ephrem N. Teklehaimanote	6528	Check	03/23/21	458			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000682	Posted	Ly& Co.,LLC	6528	Check	03/23/21	765			SUTTERMAND	DONATION FOR MANDARIN	300.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									300.00
BA21-0000683	Posted	Joe Stephenshaw	6528	Check	03/23/21	103			SUTTERMAND	DONATION FOR MANDARIN	400.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									400.00
BA21-0000684	Posted	R Sophia Munoz	6528	Check	03/23/21	1176			SUTTERMAND	DONATION FOR MANDARIN	400.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									400.00
BA21-0000685	Posted	Daisie Chiuu	6528	Check	03/23/21	1647			SUTTERMAND	DONATION FOR MANDARIN	400.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									400.00
BA21-0000686	Posted	Enoch Yeung	6528	Check	03/23/21	1551			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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
BA21-0000687	Posted	Karl Lui	6528	Check	03/23/21	190			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000688	Posted	Linda W. Van	6528	Check	03/23/21	205			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000689	Posted	Denis Tam	6528	Check	03/23/21	2516			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000690	Posted	Amy Banh	6528	Check	03/23/21	2649			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000691	Posted	Betty Wong	6528	Check	03/23/21	305			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000692	Posted	Katherine M Galvin	6528	Check	03/23/21	3569			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000693	Posted	Alana Chin	6528	Check	03/23/21	359			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000694	Posted	Aijuan A. Chen	6528	Check	03/23/21	430			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000695	Posted	Qiang Shu	6528	Check	03/23/21	967			SUTTERMAND	DONATION FOR MANDARIN	500.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									500.00
BA21-0000696	Posted	Henry Lam	6528	Check	03/23/21	1039			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									1,000.00
BA21-0000697	Posted	Sonya R Hendren	6528	Check	03/23/21	109			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
		01-0812-0-8690-									1,000.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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
BA21-0000698	Posted	Larry Luong	6528	Check	03/23/21	110			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000699	Posted	Erica H. Chan	6528	Check	03/23/21	114			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000700	Posted	R Sophia Munoz	6528	Check	03/23/21	1175			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000701	Posted	Jill D Withrow	6528	Check	03/23/21	1387			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000702	Posted	Cindy H. Chang	6528	Check	03/23/21	1845			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000703	Posted	Robert E Frickey III	6528	Check	03/23/21	2011			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000704	Posted	Richard H. Nguyen	6528	Check	03/23/21	2116			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000705	Posted	Steve D. Hwang	6528	Check	03/23/21	3688			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000706	Posted	Dennis R Carlson	6528	Check	03/23/21	3915			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000707	Posted	Brian Steele	6528	Check	03/23/21	6026			SUTTERMAND	DONATION FOR MANDARIN	1,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,000.00
BA21-0000708	Posted	MailLy	6528	Check	03/23/21	1289			SUTTERMAND	DONATION FOR MANDARIN	1,500.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,500.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

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
BA21-0000709	Posted	Joshua Choe	6528	Check	03/23/21	2011			SUTTERMAND	DONATION FOR MANDARIN	1,500.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					1,500.00
BA21-0000710	Posted	Virginia Tsai	6528	Check	03/23/21	1150			SUTTERMAND	DONATION FOR MANDARIN	2,000.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					2,000.00
BA21-0000711	Posted	Lisa K. Lindberg	6528	Check	03/23/21	2575			SUTTERMAND	DONATION FOR MANDARIN	2,500.00
		Receipt Transactions	3628216								
01-0812-0-8690-	-	-	-	-	-	0490-					2,500.00
Total for Sacramento City Unified School District											60,249.76

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	59,401.76
01-8699	All Other Local Revenue	848.00
Fund 01 - General Fund		60,249.76
Fiscal Year 2021		
Total for Sacramento City Unified School District		60,249.76

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, 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
BW21-0000622	Posted	(000074) CHIPOTLE MEXICAN GF	6488	Check	03/01/21	1723011			BOTW030321	DINE-OUT DONATION, CHIP	143.76
01-0812-0-8690-	-	-	-	-	-	0379-					143.76
BW21-0000627	Posted	(3425) UNITED WAY CALIFORNIA	6488	Check	03/01/21	69610			BOTW030321	DONATION, UNITED WAY C,	103.99
09-0812-0-8690-	-	-	-	-	-	0505-					103.99
BW21-0000628	Posted	(000664) FRONTSTREAM	6488	Check	03/01/21	3070081			BOTW030321	COSTCO UW CAMPAIGN, FF	210.00
01-0812-0-8690-	-	-	-	-	-	0242-					210.00
BW21-0000690	Posted	(0151-2) LEONARDO DA VINCI K-	6505	Check	03/19/21	17802			BOTW032421	OFFICE DEPOT SUPPLIES, I	80.91
01-0812-0-8690-	-	-	-	-	-	0151-					80.91
BW21-0000706	Posted	(3425) UNITED WAY CALIFORNIA	6505	Check	03/22/21	62452			BOTW032421	DONATION, UNITED WAY C,	13.84
01-0812-0-8690-	-	-	-	-	-	0521-					13.84

Total for Sacramento City Unified School District 60,802.26

Fund-Object Recap

01-8690	Donation Board Acknowledgement	448.51
	Fund 01 - General Fund	448.51
09-8690	Donation Board Acknowledgement	103.99
	Fund 09 - Charter School	103.99
	Total for Sacramento City Unified School District	60,802.26

Org Recap

Sacramento City Unified School District

C - Check	54,561.97
M - Mixed Cash & Check	5,687.79

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

Page 7 of 8

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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Org Recap

Sacramento City Unified School District (continued)

C - Check	552.50
Total Receipts	60,802.26
Report Total	60,802.26

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 3/1/2021, Ending Receipt Date = 3/31/2021, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

Page 8 of 8



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1d

Meeting Date: April 22, 2021

Subject: Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of March 2021

- 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 2021 are available for the Board members upon request.

Financial Considerations: Normal business items that reflect payments from district funds.

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

Documents Attached:

1. Warrants, Checks and Electronic Transfers – March 2021

<p>Estimated Time: N/A Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
--

Sacramento City Unified School District
Warrants, Checks and Electronic Funds Transfers
March 2021

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97389043 - 97389820		\$ 23,168,646.97
		General (01)	\$ 16,224,691.66
		Charter (09)	\$ 125,123.96
		Adult Education (11)	\$ 68,393.96
		Child Development (12)	\$ 42,487.22
		Cafeteria (13)	\$ 606,737.27
		Building (21)	\$ 2,052,640.41
		Developer Fees (25)	\$ 1,319,810.56
		Mello Roos Capital Proj (49)	\$ 6,562.00
		Self Insurance (67/68)	\$ 2,698,944.19
		Payroll Revolving (76)	\$ 23,255.74
Alternate Cash Revolving Checks	00002028 - 00002031		\$ 2,398.80
		General (01)	\$ 134.63
		Self Insurance (67/68)	\$ (265.24)
		Payroll Revolving (76)	\$ 2,529.41
Payroll and Payroll Vendor Warrants	97864804 - 97865480		\$ 4,220,256.45
		General (01)	\$ 927,379.51
		Charter (09)	\$ 34,804.51
		Adult Education (11)	\$ 26,798.01
		Child Development (12)	\$ 46,093.77
		Cafeteria (13)	\$ 84,293.24
		Payroll Revolving (76)	\$ 3,100,887.41
Payroll ACHs and Payroll Vendor EFTs	ACH 01354404 - 01359548 EFT 00000056 - 00000057		\$ 16,758,675.97
		General (01)	\$ 15,163,151.26
		Charter (09)	\$ 492,412.43
		Adult Education (11)	\$ 188,702.30
		Child Development (12)	\$ 401,076.43
		Cafeteria (13)	\$ 408,877.22
		Building (21)	\$ 21,016.99
		Self Insurance (67/68)	\$ 22,900.72
		Payroll Revolving (76)	\$ 60,538.62
County Wire Transfers for Benefit, Debt and Tax Payments	9700349438 - 9700349462		\$ 24,913,631.33
		General (01)	\$ 51,068.31
		Charter (09)	
		Payroll Revolving (76)	\$ 24,862,563.02
Total	6631 items		\$ 69,063,609.52



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1e

Meeting Date: April 22, 2021

Subject: Approve Minutes of the March 18, 2021, 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 18, 2021, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the March 18, 2021, 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)
Lisa Murawski, Vice President (Trustee Area 1)
Darrel Woo, Second Vice President (Trustee Area 6)
Leticia Garcia (Trustee Area 2)
Jamee Villa (Trustee Area 4)
Chinua Rhodes (Trustee Area 5)
Lavinia Grace Phillips (Trustee Area 7)
Isa Sheikh, Student Member

Thursday, March 18, 2021

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms

5735 47th Avenue

Sacramento, CA 95824

(See Notice to the Public Below)

MINUTES

2020/21-28

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 4:34 p.m. by President Pritchett, and roll was taken.

Members Present:

*President Christina Pritchett
Vice President Lisa Murawski
Chinua Rhodes
Jamee Villa*

A quorum was reached.

Members Absent:

*Second Vice President Darrel Woo arrived via Closed Session Zoom at 4:30 p.m.
Leticia Garcia arrived via Closed Session Zoom at 4:30 p.m.
Lavinia Grace Phillips arrived via Closed Session Zoom at 4:30 p.m.
Student Member Isa Sheikh 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/SCUSDcommentMarch18>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline for closed and open session items shall be no later than noon, March 18. 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 limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. 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.

*Public Comment on Closed Session:
Mariela Rodriguez
Mohammad Kashmiri*

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) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2020120456)*
 - b) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two Potential Cases)*
 - c) *Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9 (One Potential Case)**

- 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 54957 – Public Employee Appointment
 - a) *Chief Information Officer*
 - b) *Principal, Bowling Green Charter McCoy Academy Elementary School*
 - c) *Principal, Tahoe Elementary School**

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

- 4.1 *The Pledge of Allegiance – after the Pledge of Allegiance was recited, Second Vice President Woo read a statement regarding recent hate crimes against Asian Americans.*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Students – Member Rhodes introduced Andrez Castillejo, a 5th Grade student at Parkway Elementary School. Jovahny Rosales, a 7th Grade student from Will C. Wood Middle School was not able to attend.*

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Anne Collins announced that the Board will adjourn into Closed Session at the end of this meeting after Item 12.0 to consider Item 3.1.

Superintendent Aguilar announced that by unanimous vote of 7-0 the Board approved the appointment of Dr. Robert Lyons as Chief Information Officer. He also announced that by unanimous vote of 7-0 the Board approved the appointment of Bowling Green Charter McCoy Academy Principal Amber Sutton. Lastly, he announced, also by unanimous vote of 7-0, approval of the appointment of Shannon Mayfield as Principal of Tahoe Elementary School.

6.0 AGENDA ADOPTION

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Second Vice President Woo and seconded by Vice President Murawski. The Board voted unanimously to adopt the agenda.

7.0 SPECIAL PRESENTATION

- 7.1 *Resolution No. 3188: Recognition of National Women’s History Month, March 2021* **Action**

Member Garcia spoke of prominent women in past and recent history, and she read from the resolution.

*Public Comment:
Terrence Gladney*

Board Comments:

Vice President Murawski made a motion to approve the resolution. Second Vice President Woo seconded, and the motion passed unanimously.

- 7.2 *Conditions of Readiness Update on In-Progress Metrics (Various Departments)* **Information**

Chief Academic Officer Christine Baeta, In-House Legal Counsel Raoul Bozio, Director of Facilities Nathaniel Browning, Director of Student Support and Health Services Victoria Flores, Chief Communications Officer Tara Gallegos, Chief of Continuous Improvement and Accountability Vincent Harris, Assistant Superintendent of Student Support Services Doug Huscher, Youth Development Director Manpreet Kaur, Director of Safe Schools Ray Lozada, Coordinator of Risk Management Keyshun Marshall, Chief Human Resources Officer Cancy McArn, Interim Assistant Superintendent of Operations Leigh Sata, Instructional Assistant Superintendent Chad Sweitzer, Assistant Superintendent of Curriculum and Instruction Matt Turkie, and Facilities Maintenance Manager Jeff Winn presented the update.

Public Comment:

*Eric Schranz
Jason Spann
Jim Peoples
Jen Henderson
John Meyers
Karen Rice
Kimberly Buchholz
Lisa Lindberg
Terrence Gladney
Marco Martinez
Kevin Butscher
Jenny Pierre
Rowena Gray
Alison French-Tubo*

Board Comments:

Member Villa said that, once school is again in-person, it is important for staff to figure out after school options with the city. She would like to see this be a priority for families.

Member Garcia thanked staff for working toward reopening and continuing to tie up loose ends. She agrees with Member Villa regarding after school care, and asked Doug Huscher to elaborate on this. Mr. Huscher gave an update and said that another meeting will be held with the city on Tuesday of the following week. Ms. Garcia asked why the district in-person plan is for three hours instead of more. Ms. Baeta said the District looked at what nearby districts were doing and also said that we wanted to do something that was realistic. She said another piece under consideration was to allow teachers to have afternoons for small group learning opportunities. Superintendent Aguilar agreed with Ms. Baeta and added that there is not a memorandum of understanding at this time. Member Garcia said it is important that the schedule is completed and firm so that families can choose in-person or remain distance learning. She asked if special education assessments would still be on a voluntary basis for teachers once we begin in-person learning. Superintendent Aguilar encouraged visiting the negotiations dashboard and said one will see language to SCTA indicating that there are operational and logistical reasons why we have to return to doing away with variations in bell schedules, such as due to transport of students and meal distribution, for example. Member Garcia lastly asked about logistics with schedules and if parents can change their minds with in-person and distance learning choices. Ms. Baeta spoke on assessments.

Vice President Murawski thanked staff for their preparation work. She echoed the comments made about time and quality. She feels what is being offered to students is really very little, but noted unavoidable restraints. She noted that some of her sites have no access to child care, and she encouraged pursuing partnerships for after school care. She asked if parents can change their decision for in-person or distance learning. Superintendent Aguilar said that an announcement of the timing at which families can notify their interest will be made and that cohorts will be assigned by March 24th. Vice President Murawski asked for a description of how every student will have a qualified teacher supporting them through in-person or distance learning. Ms. Baeta said if a teacher needs to stay in distance learning the teacher will still be in control of the learning in terms of designing lessons, determining curriculum, and small group instruction, but with a substitute physically in the classroom.

Member Rhodes said he wanted to uplift efforts that Ms. Gallegos' office did with outreach. He said he was able to hand out flyers at school sites.

Student Member Sheikh noted that the proposed three hour school day leaves out a lot of families, but understands that everything requires negotiations. He would like to make sure there are conversations on how to increase the length of the school day and on how to mitigate learning loss over the summer and in the fall.

President Pritchett said it is important to get students back to school five days a week.

7.3 2020-2021 Second Interim Financial Report and FCMAT Update (Rose Ramos) Conference/Action

Chief Business Officer Rose Ramos covered the following in the presentation: financial reporting requirements and District fiscal status, second interim 2020-21 budget changes since the first interim 2020-21 budget, multi-year projections, the budget calendar, a FCMAT matrix update, and CARES funding.

Public Comment:

*Amanda Connolly
Nikki Milevsky
Amanda Connolly
Alison French-Tubo*

Board Comments:

Member Rhodes said it is exciting to see that we are in a better place. Although Chief Business Officer of the Sacramento County Office of Education Nick Sweitzer recommends looking at multi-year regarding certification, Member Rhodes said he does not feel we should approve the second interim as negative.

Vice President Murawski said she echoes Member Rhodes thoughts and said that a qualified certification makes sense to her. She feels the District is going in a better direction and feels there is justification for a qualified certification. Regarding reserves and one-time funds, she said these can help but are not something that be used to help the structural deficit. She wants to make sure the one-time dollars are used wisely for

students' needs. She also reminded that there was a FCMAT report in 2006 that said a lot of the same things as the current report, and that none of those recommendations were followed up on. She asked if there are highlights to share about recent work being done. Ms. Ramos spoke of recent policy changes that should help rectify the structural deficit. Ms. Ramos also spoke about how aligning staffing to enrollment has been worked on over the last couple of years. Vice President Murawski then spoke about special education funding and spending.

Second Vice President Woo asked why a negative certification is recommended. Ms. Ramos said that the budget has not been approved for the last three years because the District has not been able to demonstrate the ability to meet financial obligations. She reminded that this certification is not permanent and could change by third interim. Mr. Sweitzer said it is not the county's roll to recommend the certification, but to give guidance. Second Vice President Woo said he would rather be on the conservative side.

Member Garcia echoed the comments from Member Rhodes and Vice President Murawski. She recognized staff for bringing the LCFE percentage up to 72 percent. She asked why we have a decrease in title funds even though we had carryover from last year. Ms. Ramos said it is a decrease for this year, but not a decrease in the allocation. Member Garcia asked if some of the increase in health care costs can be covered with CARES dollars. Ms. Ramos said that our broker, Keenan, has been asked to do an analysis to identify what portion can be attributed to CARES. She said the auditors would also be consulted to make sure that use of CARES dollars are appropriate. Member Garcia also asked AB 86 dollars. Ms. Ramos said there is not information yet on our allocation. Member Garcia said she assumes this funding is not currently included then, and Ms. Ramos concurred. Member Garcia described some requirements for AB 86 and requested that the Board consider and support seeking stakeholder input from a more inclusive group. She asked that a Board ad hoc spending plan committee be created.

Member Phillips asked for an explanation of how bonds are related to District budgeting. Ms. Ramos said that bonds do not have an impact on these financials. Member Phillips asked if there is a way to consolidate information. Ms. Ramos said they can look at trying to simplify the information.

Member Villa said she feels the Board needs to look at where we are right now. She also said that negotiated solutions are something that need to be looked at, and she feels the Board needs to trust staff recommendation.

President Pritchett said she agrees and noted that we are working on expired contracts with our labor partners and with one time funds. She asked County Superintendent David Gordon for his thoughts. Superintendent Gordon said that nothing has really changed. He was impressed with the conversation surrounding the resolution passed several meetings ago. He noted that, as Mr. Sweitzer had said, the District will need to look at long term money and structural deficit and not the one-time money, as that has been the problem year after year after year. He suggested going along with Ms. Ramos' determination.

President Pritchett said she appreciates Member Garcia's recommendation for a committee and that she will reach out to Board members, as it is not agendaized for tonight and will need to be addressed at a future meeting. She asked for a motion to move this

item from Conference to Action. A motion was made by Second Vice President Woo and seconded by Member Villa. The motion passed unanimously. Member Pritchett then asked for a motion to approve the item. A motion was again made by Second Vice President Woo and seconded by Member Villa. The motion failed 4-3 with the Board voting as follows:

Lisa Murawski – No
Leticia Garcia – No
Chinua Rhodes – No
Lavinia Phillips – No
Christina Pritchett – Yes
Darrel Woo – Yes
Jamee Villa – Yes
Isa Sheikh Student Preferential Vote - Yes

Vice President Murawski then moved to adopt the budget with a qualified certification. Member Rhodes seconded the motion. The motion passed 4-3 with the Board voting as follows:

Lisa Murawski – Yes
Leticia Garcia – Yes
Chinua Rhodes – Yes
Lavinia Phillips – Yes
Christina Pritchett – No
Darrel Woo – No
Jamee Villa – No
Isa Sheikh Student Preferential Vote - No

8.0 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/SCUSDcommentMarch18>; or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, including a request for oral comment, the submission deadline shall be no later than noon, March 18 for any agenda item. 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 limit the total time for public comment presented on each agenda item, including communications and organizational reports, to 15 minutes in length. 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.

President Pritchett stated the following: While the Board of Education initially navigated the uncharted waters of holding virtual meetings due to the COVID pandemic, we undertook the practice of reading aloud public comments submitted in email form, though they are posted and accessible to the public on the District website. Now that we have developed a more efficient means of allowing members to provide live comment during the meetings, effective tonight, written comments will no longer be read aloud during meetings. Written comment will continue to be submitted to the Board of Education prior to each meeting for review and posted on the District's website. The Board of Education believes that the late

night meetings limit the ability of our community members and families to participate, and we are constantly balancing the need to hear from the public on the District's business while maintaining a timely agenda, especially at a time when numerous matters require the Board's attention. This change will allow us to conduct District business in an orderly and efficient manner, while continuing to allow members of the public to meaningfully attend meetings and offer public comment. Thank you.

Public Comment:

Tamara Toby

Amanda Connolly

Dagny Starn

David O'Connor

Taylor Kayatta

Rich Vasquez

Terrence Gladney

Theresa Martinez

Alina Cervantes

Alison Alexander

Nate Lloyd

Allison Sinclair

Nicole Freedman

Julia Willsie

John Buccholz

Richard Dahl

Joy Baird

Peter Baird

Amanda Hague

Lily Young

Jillian Rich

Hallie Hester-Dahl

Michelle Sweezey

Suzanne Gonzales

Naomi Vilorio

Yvonne Fenner

Lorri Doll

Bonnie Chufar

9.0 COMMUNICATIONS

9.1 Employee Organization Reports:

Information

- *SCTA – Nikki Milevsky reported on behalf of SCTA*

Public Comment:

Terrence Gladney

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

10.1 Approve Resolution No. 3189: Renewal of the Charter for California Montessori Project – Capital Campus (CMP) (Jessie Ramos and Brett Barley)

Action

Director of Innovative Schools Jesse Ramos presented the SCUSD charter review team and gave an overview of the charter school, charter renewal law and regulations, a staff analysis using middle tier evaluation criterion, and recommendation to approve renewal along with next steps. CMP Principal Bernie Evangelista and Superintendent Brett Barley also presented.

Public Comment:

*Amy Angove
Brenna Rizan
Emily Avila
Jill Kakilala
Katey Dodd
Mimi Coughlin
Rosalie Martinez
Leonard Finch
Kimberly Foster
Patrick and Kathleen Campbell
Robin Schriver
Claire Brown
Julian Rosen
David Ngirmidol
Cassandra Flowers*

Board Comments:

Member Garcia asked for a reason why the Math percentage declined. Superintendent Barley noted that it was a small sample size, and he gave data for prior years to show where the percentage tends to range. He spoke about aligning their strategies to Common Core. Member Garcia asked if there was a difference between student groups. Superintendent Barley said he believes there was not. Member Garcia said it is always nice to visit their campus, as it feels like a close knit community.

Vice President Murawski moved to approve the renewal, and Second Vice President Woo seconded. The motion passed unanimously.

Action

10.2 *Approve Resolution No. 3190: Renewal of the Charter for Capitol Collegiate Academy (CCA) (Jessie Ramos and Cristin Fiorelli)*

Director of Innovative Schools Jesse Ramos presented the SCUSD charter review team and gave an overview of the charter school, charter renewal law and regulations, a staff analysis using middle tier evaluation criterion, and recommendation to approve renewal along with next steps. CCA Principal Cristin Fiorelli also presented.

*Public Comment:
Annie Hallsten Narayan
Julio Duarte
Elisianna Rios*

Board Comments:

Vice President Murawski moved to approve the renewal, and Second Vice President Woo seconded. The motion passed unanimously.

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 1-28, 2021 (Rose Ramos)

11.1d Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of February 2021 (Rose Ramos)

11.1e Approve Minutes of the February 18, 2021, Board of Education Meeting (Jorge A. Aguilar)

11.1f Approve Minutes of the February 27, 2021, Board of Education Special Meeting (Jorge A. Aguilar)

11.1g *Approve Exclusive Negotiating Agreement – Extension, 2718 G Street, Old Marshall (Nathaniel Browning)*

11.1h *Approve Adoption of Updated High School International Baccalaureate Instructional Materials (Christine Baeta and Matt Turkie)*

President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Student Member Sheikh and seconded by Member Villa. 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, 2020 through February 14, 2021 (Rose Ramos)*

12.2 *Head Start Reports*

President Pritchett received the Business and Financial information/reports.

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *April 8, 2021 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *April 22, 2021 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

The Board adjourned back to Closed Session at 12:15 a.m. The Board reconvened back to Open Session, and Counsel Anne Collins announced that the Board approved OAH Case No. 2020120456 by a unanimous vote of 7-0. A motion to adjourn was made by Vice President Murawski and seconded by Member Phillips. The meeting adjourned at 12:30 a.m.

Jorge A. Aguilar, Superintendent and Board Secretary

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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# 11.1f

Meeting Date: April 22, 2021

Subject: Approve Minutes of the March 25, 2021, Special Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes of the March 25, 2021, Special Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Minutes of the March 25, 2021, Special Board of Education Regular Meeting

<p>Estimated Time of Presentation: N/A Submitted by: Jorge A. Aguilar, Superintendent Approved by: N/A</p>



Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION SPECIAL MEETING

Board of Education Members

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

Thursday, March 25, 2021
5:00 p.m.

Serna Center
Washington Conference Room
5735 47th Avenue
Sacramento, CA 95824
(See Notice to the Public Below)

MINUTES 2020/21-29

- 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL
- 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; or (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentspecialMarch25>; or (3) using the same URL, submitting a request for oral comment. Regardless of the method by which public comment is submitted, the submission deadline shall be no later than noon, March 25. 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 limit the total time for public comment on each agenda item, including communications and organizational reports, to 15 minutes in length. 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.

The meeting was called to order at 5:07 p.m.

Members Present: President Pritchett, Vice President Murawski, Second Vice President Woo, Member Garcia, Member Phillips, Member Rhodes, Member Villa, and Student Member Sheikh

Members Absent: None

- 3.0 CLOSED SESSION

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

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

Public Comment:

*John Meyers
Eric Schranz
Jonathan Hayes
Maria Luisa Embile
Mo Kashmiri
Amanda Connolly
Sarah Allred
Lisa Lindberg
Julia Obrien*

4.0 RECONVENE INTO OPEN SESSION

5.0 DISCUSSION/APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND SACRAMENTO CITY TEACHERS ASSOCIATION, DATED MARCH 20, 2021, TO SAFELY REOPEN SCHOOLS TO IN-PERSON INSTRUCTION AND AB 1200 DISCLOSURE

Action Item
*15 minute presentation
15 minute public comment
30 minute discussion
(Roll Call Vote)*

In House Counsel Raoul Bozio went through the memorandum of understanding that the District reached with SCTA on March 25 regarding safe reopening of schools. Chief Business Officer Rose Ramos discussed the fiscal impacts of the AB 1200 disclosure that is required prior to Board approval and ratification.

Public Comment:

*Chris Hurd
Marco Martinez
Maria Hayes
Karen Rice
Jill Olmstead
Kimberly Buchholz
Janessa Stewart
David Rice
Cindi Brosemer
Amanda Panton
John Buchholz
Jennifer Pierre
Erik Hofmann
Asheena Archambault
Evelyn Woodman
Angela Asch
Jill Olmstead
Alison French-Tubo*

Rowena Gray

Board Comment:

Student Member Sheikh asked if the three feet distancing stipulation can be adjusted without having to completely renegotiate. Mr. Bozio said that upon ratification of the MOU the parties can have further discussions about potential changes. Student Member Sheikh asked if the District is looking to come back to discussions before summer regarding the three feet spacing. Mr. Bozio said his response would be the same as already given. Student Member Sheikh said that he is grateful for the MOU, however the agreement leaves out those that need it the most, and therefore he will be voting no.

Member Phillips stated that she would speak for those that want a plain explanation. She said parties cannot meet and confer until there is an MOU. Once there is an agreement, it can be talk about. For example, working out five days a week, more hours, less spacing between desks, etc. She hopes that the Board will vote to ratify.

Member Villa thanked Member Phillips for making clear what is happening tonight. She also thanked all the families and the community for speaking up.

President Pritchett also thanked all the families that have reached out. She asked how long it took to get the model. Mr. Bozio said the parties first met and exchanged proposals on February 26. They had been in negotiations for months leading up to that to agree upon specific in-person services. President Pritchett mentioned that we all want to work toward five day per week instruction. She asked what would happen if the Board did not ratify this agreement tonight. Mr. Bozio said he could not say exactly, but they would have to go back to the bargaining table to come up with an agreement. President Pritchett noted that it took about a month to finalize this agreement.

Member Garcia thanked everyone that helped get us to this point. She shares the goal of five a week instruction when it is safe to do so. She noted that the virus is constantly changing, and therefore she does not expect a subsequent agreement to be the final one. She wants to ensure that they hear back from the negotiation team whether or not additional days will be available for the remainder of the school year. Member Garcia moved to ratify the agreement with direction for staff to go back to meet and confer on the issues that are still in conflict based on the latest guidance. Also to make sure there is a date, in two or three weeks. Superintendent Aguilar said they can look to either a Board meeting with an update or have as a standing item. Member Phillips seconded the motion. Member Garcia retracted her motion for purposes of allowing continued Board discussion. Member Phillips retracted her second. Member Garcia asked about a March 22nd meeting regarding child care that was in the agreement. Mr. Bozio said that meeting did occur. Details around the schedule and other details were discussed.

Vice President Murawski thanked those that worked on both sides of the table as well as all staff. She is prepared to support the MOU. She said that we need to make sure we can be flexible. It is her expectation that all parties will return to the table to address the recent changes in guidance from state and federal. She requested that a plan come back to the Board at some point on how technology will be keep current. Superintendent Aguilar reported that an infusion of one-time funds have allowed the District to fill some technology gaps.

Student Member Sheikh thanked the Superintendent and Mr. Bozio for the presentation. He

hopes that more information can be brought to the public after Spring break. He clarified his stance on this item. He knew that the MOU would be ratified. He wants the return to school, but will be voting no because he feels there is a lot that needs to be changed.

President Pritchett said her understanding is that the recommendation is to approve and then meet and confer with the intention to plan for five days a week in the classroom and three-foot classroom desks. Member Garcia also asked for a timeline. Superintendent Aguilar said that there will be a standing item included at the next Board meeting. President Pritchett asked to clarify that the Board is ratifying this MOU tonight and then SCTA also ratifies it with their board. Mr. Bozio said that is correct.

Member Garcia put her motion back on the table. Second Vice President Woo seconded. The motion passed 7-0. Student Member Sheikh gave a preferential vote of no.

6.0 ADJOURNMENT

President Pritchett asked for a motion to adjourn the meeting; a motion was made by Student Member Sheikh and seconded by Second Vice President Woo. The motion was passed unanimously, and the meeting adjourned at 7:09 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: April 22, 2021

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, 2021 through March 14, 2021

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, 2021 through March 14, 2021

<p>Estimated Time: N/A Submitted by: Rose Ramos, Chief Business Officer Approved by: Jorge A. Aguilar, Superintendent</p>
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Includes Purchase Orders dated 02/15/2021 - 03/14/2021 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B21-00672	COMMERCIAL APPLIANCE SERVICE	IZ CLINIC FRIDGE/FREEZER MAINTAINANCE	HEALTH SERVICES	01	1,200.00
B21-00673	JAEWON and JASEN JUN	OAH 2019080613 SETTLEMENT	SPECIAL EDUCATION DEPARTMENT	01	18,930.00
B21-00674	SACRAMENTO RENDERING COMPANY	GREASE COLLECTION/DISPOSAL FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	500.00
B21-00675	Regents of the UOC	MANUFACTURING_OSHA BLANKET	NEW SKILLS & BUSINESS ED. CTR	11	2,000.00
B21-00676	AT&T	DATA HOTSPOTS FOR STUDENTS	INFORMATION SERVICES	01	275,000.00
B21-00677	LAURA LOVE	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	900.00
B21-00678	CHRISTINE or JEFFERY RIVARD	FEDERAL PROPORTIONMENT	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B21-00679	ERIN or ANDREW TURNER	FEDERAL PROPORTIONMENT	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B21-00680	Dung Nguyen or Phuc Nguyen	FEDERAL PROPORTIONMENT	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B21-00681	Rose Marie Crouch	FEDERAL PROPORTIONMENT	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B21-00682	Lisa Arnold-Fernandez	FEDERAL PROPORTIONMENT	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B21-00683	PADRINO FOODS, LLC	TAMALES FOR 2020-2021 SCHOOL YEAR	NUTRITION SERVICES DEPARTMENT	13	24,322.75
CHB21-00379	RAY MORGAN/SCUSD	STILL COPIER RENTAL 2020-21	INTEGRATED COMMUNITY SERVICES	01	1,000.00
CHB21-00380	RAY MORGAN/SCUSD	ROSA PARKS COPIER RENTAL 2020-21	INTEGRATED COMMUNITY SERVICES	01	500.00
CHB21-00381	RAY MORGAN/SCUSD	PACIFIC COPIER RENTAL 2020-21	INTEGRATED COMMUNITY SERVICES	01	500.00
CHB21-00382	SUPPLYWORKS	SUPPLY WORKS -SCHOOL YEAR 2020/2021-SUPPLIES	CAPITAL CITY SCHOOL	01	2,000.00
CHB21-00383	OFFICE DEPOT	TITLE 1 OFFICE DEPOT SUPPLIES	PARKWAY ELEMENTARY SCHOOL	01	14,000.00
CHB21-00384	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES / LCFF LEP	H.W. HARKNESS ELEMENTARY	01	2,000.00
CHB21-00385	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES / TITLE I	H.W. HARKNESS ELEMENTARY	01	2,000.00
CS21-00230	THE HONEY AGENCY INC	FOOD TRUCK WRAP/MENU BOARD DESIGN (NKH GRANT)	NUTRITION SERVICES DEPARTMENT	13	51,225.00
CS21-00231	ASTRID OIRKO KINN	ASTRID KINN - CONSULTANT SERVICES (COVID)	GEO WASHINGTON CARVER	09	20,000.00
CS21-00232	CARLYN ADAMSON DBA TRAUMA LITE RACY	CARLYN ADAMSON - CONSULTANT	GEO WASHINGTON CARVER	09	20,000.00
CS21-00233	VOICE OF THE YOUTH INC	MENTORSHIP PROGRAM	JOHN BIDWELL ELEMENTARY	01	35,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS21-00234	ANA PROFESSIONAL DEVELOPMENT	ANA PROFESSIONAL DEVELOPMENT PROGRAM SOFTWARE	ISADOR COHEN ELEMENTARY SCHOOL	01	2,500.00
CS21-00235	MASON TREMAINE-MYLES	CONFIRMING PARENT OUTREACH FOR STEAM PROGRAM	WASHINGTON ELEMENTARY SCHOOL	01	450.00
CS21-00236	Turnaround for Children, Inc.	Turnaround for Children	ACADEMIC OFFICE	01	7,000.00
CS21-00237	DWIGHT TAYLOR SR	UNDERSERVED POPULATION	SEQUOIA ELEMENTARY SCHOOL	01	5,154.00
CS21-00238	ASSESSMENT TECHNOLOGIES INSTITUTE	VIRTUAL NURSING PROGRAM CLASSES	NEW SKILLS & BUSINESS ED. CTR	11	44,000.00
CS21-00239	INFINITE CAMPUS INC	IC Campus -Master Schedule Trng - 3/2/21-3/4/21	INFORMATION SERVICES	01	799.00
CS21-00240	STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION	COOPERATIVE SVC DELIVERY -MATCH	SPECIAL EDUCATION DEPARTMENT	01	67,277.00
CS21-00241	INFINITE CAMPUS INC	IC-mid-year schedule to hybrid learning- services	INFORMATION SERVICES	01	12,000.00
CS21-00242	SEIS	SEISSIGN	SPECIAL EDUCATION DEPARTMENT	01	1,856.75
CS21-00243	MARSHA MILLER	RECIPE DEVELOPMENT TRAINING FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	8,500.00
CS21-00244	CHOOSE COLLEGE EDUCATIONAL FOUNDATION	AAAB CONSULTANT	CONTINUOUS IMPRVMT & ACNTBLTY	01	40,000.00
CS21-00245	PORTOLA SYSTEMS INC	NETWORK SECURITY EVALUATION - RETURN TO SCHL	INFORMATION SERVICES	01	18,910.00
CS21-00246	FLORENCE AMIN	CONFIRMING DARI TRANSLATION	ETHEL I. BAKER ELEMENTARY	01	162.50
CS21-00247	DWIGHT TAYLOR	MOTIVATIONAL SPEAKER FOR SEL/ATTENDANCE	HEALTH PROFESSIONS HIGH SCHOOL	01	350.00
CS21-00248	HEATHER THOMPSON	WORKSHOP SPEAKER	SPECIAL EDUCATION DEPARTMENT	01	500.00
CS21-00249	DOCUSIGN INC	DocuSign Addtl 250 Envelopes	THE MET	09	1,375.00
CS21-00250	MARILYN FRIEND INC	CO-TEACHING PROFESSIONAL DEVELOPMENT 2/9/2021	C. K. McCLATCHY HIGH SCHOOL	01	1,500.00
CS21-00251	TREE ASSOCIATES INC	CONFIRMING - ARBORICULTURAL CONSULTING/CROCKER	FACILITIES MAINTENANCE	01	1,625.00
CS21-00252	MARILYN FRIEND INC	CO-TEACHING PROFESSIONAL DEVELOPMENT	CALIFORNIA MIDDLE SCHOOL	01	2,000.00
CS21-00253	HOT BISCUIT MUSIC	KINDER/1ST/2ND GRADE MUSIC PROGRAM	HOLLYWOOD PARK ELEMENTARY	01	3,000.00
CS21-00254	CALIFORNIA LEARNING CENTERS	AGENCY TUTORING PER IEP AGREEMENT	SPECIAL EDUCATION DEPARTMENT	01	3,525.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS21-00255	DWIGHT TAYLOR	UNDERSERVED POPULATION	SEQUOIA ELEMENTARY SCHOOL	01	4,440.00
CS21-00256	CAITLIN CONKLIN	INDEPENDENT EDUCATIONAL EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
CS21-00257	SCHOOL BUSINESS SOLUTIONS LLC	SPECIAL ED SERVICE AGREEMENT	DEPUTY SUPERINTENDENT	01	7,000.00
CS21-00258	CENTER FOR CULTURALLY RESPONSIVE TEACHING & LEARNING	CULTURALLY AND LINGUISTICALLY RESPONSIVE TEACHING	JOHN D SLOAT BASIC ELEMENTARY	01	9,000.00
CS21-00259	COOPERATIVE STRATEGIES LLC	DEVELOPER FEE JUSTIFICATION STUDY	FACILITIES SUPPORT SERVICES	25	13,700.00
CS21-00260	SATA COLLABORATES LLC	FACILITIES ASST. SUPT. CONSULTING	BUSINESS SERVICES	01	30,420.00
				21	70,980.00
CS21-00261	FORENSIC ANALYTICAL INC	INDOOR ENVIRONMENTAL ASSESSMENTS - COVID	FACILITIES MAINTENANCE	01	30,903.00
N21-00054	HEARTSPRING	NPS - RESIDENTIAL PLACEMENT	SPECIAL EDUCATION DEPARTMENT	01	24,677.35
N21-00055	TLC CHILD & FAMILY SERVICES	NPS - RESIDENTIAL PLACEMENT	SPECIAL EDUCATION DEPARTMENT	01	100,000.00
P21-01601	HER PUBLISHER LLC	HMONG CLASS RESOURCE BOOKS	SUSAN B. ANTHONY ELEMENTARY	01	6,444.99
P21-01814	SMUD	0844-439 TRANSP BUS CHRGING-SMUD FINAL CONST COSTS	FACILITIES SUPPORT SERVICES	01	32,195.00
P21-01815	BAROBO INC	LINKBOTS	ALBERT EINSTEIN MIDDLE SCHOOL	01	2,227.27
P21-01816	KLINE MUSIC INC	MUSIC CLASS	CALIFORNIA MIDDLE SCHOOL	01	6,406.41
P21-01817	ROCHESTER 100 INC	PARENT/TEACHER COMMUNICATOR FOLDER	EARL WARREN ELEMENTARY SCHOOL	01	367.03
P21-01818	SCHOOL SPECIALTY EDUCATION	REPLACEMENT PROJECTOR SCREEN	ALBERT EINSTEIN MIDDLE SCHOOL	01	120.67
P21-01819	WOODCRAFT SUPPLY LLC	NEW WOODSHOP CLASS	CALIFORNIA MIDDLE SCHOOL	01	5,225.43
P21-01820	DEMCO INC	ART CADDY	ALBERT EINSTEIN MIDDLE SCHOOL	01	626.39
P21-01821	BOOKS EN MORE	BOOKS FOR CLASSROOM LIBRARY (SP ED - DARA-LEE)	JOHN F. KENNEDY HIGH SCHOOL	01	206.66
P21-01822	STUDIES WEEKLY INC	STUDIES WEEKLY-2ND,3RD,4TH,5TH+6TH GR.	NICHOLAS ELEMENTARY SCHOOL	01	4,538.95
P21-01823	BATTERY SYSTEMS	CUSTODIAL CART BATTERIES	SAM BRANNAN MIDDLE SCHOOL	01	1,331.88
P21-01824	BRAINPOP	Brain POP	ACADEMIC OFFICE	01	53,024.13
P21-01825	AMAZON CAPITAL SERVICES	UNDERSTANDING BY DESIGN BOOKS	O. W. ERLEWINE ELEMENTARY	01	434.85
P21-01826	AMAZON CAPITAL SERVICES	STORRS TEACHER CLASS MATERIALS	JOHN D SLOAT BASIC ELEMENTARY	01	471.44

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P21-01827	JOHNSON CONTROLS INC	AIR DISINFECTION FOR SERNA & SAC HIG - COVID 19	FACILITIES MAINTENANCE	01	366,579.94
P21-01828	MAI LEE	Mai Xi Lee Success Academy Book Order	ACADEMIC OFFICE	01	1,348.16
P21-01829	CURRICULUM ASSOCIATES LLC	IREADY 4 YEARS	WOODBINE ELEMENTARY SCHOOL	01	61,263.20
P21-01830	WEST COAST TURF	SOFTBALL FIELD SOIL AND INSTALLATION	LUTHER BURBANK HIGH SCHOOL	01	4,430.00
P21-01831	PITNEY BOWES INC	PURCHASE POWER ACCOUNT- POSTAGE	JOHN F. KENNEDY HIGH SCHOOL	01	879.80
P21-01832	SCUSD - US BANK CAL CARD	ATTENDANCE POST CARD POSTAGE	ETHEL PHILLIPS ELEMENTARY	01	144.00
P21-01833	CALIFORNIA DEPT OF GENERAL SERVICES	0520-416 AMERICAN LEGION CORE - DGS ARCHITECT	FACILITIES SUPPORT SERVICES	21	38,369.11
P21-01834	ICU TECHNOLOGIES INC	446 DOOR SECURITY AT 7 MIDDLE SCHOOL	FACILITIES MAINTENANCE	21	1,066,829.69
P21-01835	INTERNATIONAL BACCALAUREATE	IB EXAM FEES	GIFTED AND TALENTED EDUCATION	01	91,962.00
P21-01836	AVF SYSTEMS INC	MLK GATE ACCESS	FACILITIES MAINTENANCE	01	3,388.41
P21-01837	NEW HOME BUILDING SUPPLY INC	MEZZANINE FRAMING AT FACILITIES MAINTENANCE	FACILITIES MAINTENANCE	01	2,228.64
P21-01838	CDW GOVERNMENT	COMPUTER MONITORS/KEYBOARDS FOR CK ADMIN	NUTRITION SERVICES DEPARTMENT	21	21,747.40
P21-01839	CDW GOVERNMENT	FAX MACHINE	HEALTH PROFESSIONS HIGH SCHOOL	01	353.69
P21-01840	PACIFIC OFFICE AUTOMATION	RISO MACHINE FOR STAFF INSTRUCTIONAL USE	PETER BURNETT ELEMENTARY	01	3,257.06
P21-01841	PACIFIC OFFICE AUTOMATION	RISO MAINT. AGREEMENT 20 - 21	NEW JOSEPH BONNHEIM	09	289.00
P21-01842	PACIFIC OFFICE AUTOMATION	RISO - RENEW CONTRACT	WEST CAMPUS	01	167.00
P21-01843	BOUND TO STAY BOUND BOOKS INC	LIBRARY BOOKS	JOHN H. STILL - K-8	01	3,793.08
P21-01844	BOUND TO STAY BOUND BOOKS INC	BABY MOUSE DOG MAN BOOKS	JOHN H. STILL - K-8	01	4,007.39
P21-01845	BOUND TO STAY BOUND BOOKS INC	LAST KIDS ON EARTH ONCE UPON A SPACE TIME	JOHN H. STILL - K-8	01	1,665.65
P21-01846	BSN SPORTS LLC	BASEBALL/SOFTBALL FIELD	LUTHER BURBANK HIGH SCHOOL	01	1,602.52
P21-01847	FOLLETT SCHOOL SOLUTIONS	THE BAD GUYS CORALINE EL DEAFO THE GRAVEYARD BOOK	JOHN H. STILL - K-8	01	140.64
P21-01848	LAZEL INC dba LEARNING A-Z	REFLEX MATH	NICHOLAS ELEMENTARY SCHOOL	01	3,295.00
P21-01849	Endless Auto Body, Inc.	CONFIRMING: REPAIRS TO VAN DUE TO ACCIDENT	FACILITIES MAINTENANCE	01	3,525.14
P21-01850	SUPER DUPER INC	Super Duper Digital Library	ACADEMIC OFFICE	01	1,599.50
P21-01851	ECORISE YOUTH INNOVATIONS dba ECORISE	ecoRise 2020-21 Subscription	ACADEMIC OFFICE	01	4,700.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-01852	RED APPLE READING	RED APPLE READING PROGRAM LICENSE RENEWAL	CROCKER/RIVERSIDE ELEMENTARY	01	849.00
P21-01854	ROCHESTER 100, INC	NICKY'S FOLDER	TAHOE ELEMENTARY SCHOOL	01	355.29
P21-01855	LAKESHORE LEARNING MATERIALS	4TH GRADE LAKESHORE ORDER	PARKWAY ELEMENTARY SCHOOL	01	485.46
P21-01856	OFFICE DEPOT	file shredder	NUTRITION SERVICES DEPARTMENT	13	810.50
P21-01857	SCUSD - US BANK CAL CARD	INSTRUCTIONAL SCIENCE MATERIALS FOR 4TH, 5TH, 6TH	CAMELLIA BASIC ELEMENTARY	01	3,423.94
P21-01858	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	SDI INNOVATIONS - CONFIRMED COMPLETE	GEO WASHINGTON CARVER	09	287.71
P21-01859	Indieflix Group, INC.	MHAT-ANGST SCREENING - FEE	INTEGRATED COMMUNITY SERVICES	01	200.00
P21-01860	WILLIAM H SADLIER INC	St. Robert CARES Sadlier 1/26/21	CONSOLIDATED PROGRAMS	01	977.64
P21-01861	WALLACE MCCORD	SCHOLASTIC BOOK ORDER	CROCKER/RIVERSIDE ELEMENTARY	01	199.00
P21-01863	THE HOME DEPOT PRO	HOME DEPOT PRO - EQUIPMENT - AHISHA LEWIS	CHILD DEVELOPMENT PROGRAMS	12	3,331.10
P21-01864	AMAZON CAPITAL SERVICES	COVID - YOGA MATS - JILL HERNANDEZ	CHILD DEVELOPMENT PROGRAMS	12	171.80
P21-01865	AMAZON CAPITAL SERVICES	4TH GRADE AMAZON ORDER	PARKWAY ELEMENTARY SCHOOL	01	566.86
P21-01866	AMAZON CAPITAL SERVICES	Ergo Equipment Purchase	SPECIAL EDUCATION DEPARTMENT	01	40.23
P21-01867	ACTENVIRO	COVID Emergency Clean-up	RISK MANAGEMENT	01	4,668.96
P21-01868	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	STUDENT PLANNERS FOR 2021-22	HIRAM W. JOHNSON HIGH SCHOOL	01	10,069.10
P21-01869	BCI BURKE CO LLC	GOLDEN EMPIRE SLIDE REPLACEMENT	FACILITIES MAINTENANCE	01	3,682.87
P21-01870	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT DEPT	HEALTH PERMIT-JFK CULINARY ARTS PRGM- MR. MORGAN	CAREER & TECHNICAL PREPARATION	01	686.00
P21-01871	OFFICE DEPOT	POSTAGE	EDWARD KEMBLE ELEMENTARY	01	770.00
P21-01872	CURRICULUM ASSOCIATES LLC	ADPE ASSESSMENT	SPECIAL EDUCATION DEPARTMENT	01	686.81
P21-01873	MONOPRICE INC	MICE FOR 8TH GRADE CLASS TO FACILITATE DL	ENGINEERING AND SCIENCES HS	01	576.66
P21-01874	CDW GOVERNMENT	REPLACING CHROMEBOOKS	ALBERT EINSTEIN MIDDLE SCHOOL	01	43,921.44
P21-01875	Global Vending Group, Inc	BOOK VENDING MACHINE	H.W. HARKNESS ELEMENTARY	01	5,329.88
P21-01876	BOOKS EN MORE	STAFF PROFESSIONAL DEVELOPMENT	SUCCESS ACADEMY	01	283.32
P21-01877	BOOKS EN MORE	ELEMENTARY BOOKS	SUCCESS ACADEMY	01	78.18
P21-01878	BOOKS EN MORE	ELEMENTARY BOOK ORDER	SUCCESS ACADEMY	01	93.41

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P21-01879	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS FOR KINDER	WOODBINE ELEMENTARY SCHOOL	01	1,339.28
P21-01880	BSN SPORTS LLC	VOLLEYBALLS QUOTE 6840724	ROSEMONT HIGH SCHOOL	01	1,347.00
P21-01881	SHERWIN WILLIAMS CO	TAPE FOR COVID SIGNAGE & MARKINGS	FACILITIES MAINTENANCE	01	1,864.32
P21-01882	SCHOOL SPECIALTY EDUCATION	EMERGENCY SUPPLIES	WOODBINE ELEMENTARY SCHOOL	01	440.08
P21-01883	ZAJIC APPLIANCE SERVICE INC	CULINARY CLASS	CALIFORNIA MIDDLE SCHOOL	01	1,259.33
P21-01884	THE HOME DEPOT PRO	TV MOUNT FOR CONFERENCE ROOM	HIRAM W. JOHNSON HIGH SCHOOL	01	183.79
P21-01885	GOPHER SPORT	INSTRUCTIONAL MATERIALS PHYSICAL EDUCATION	ALBERT EINSTEIN MIDDLE SCHOOL	01	3,525.40
P21-01886	THE HOME DEPOT PRO	HOME DEPOT PRO - DELIVER TO CB WIRE	CHILD DEVELOPMENT PROGRAMS	12	10,497.09
P21-01887	THE HOME DEPOT PRO	HOME DEPOT PRO - VACUUMS - CB WIRE - AHISHA LEWIS	CHILD DEVELOPMENT PROGRAMS	12	8,942.51
P21-01888	VIRCO INC	VIRCO CHAIRS, TABLE, BOOKCASES	ALBERT EINSTEIN MIDDLE SCHOOL	01	4,872.51
P21-01889	KENDALL HUNT PUBLISHERS CO	PHARMACY PROGRAM-BOOKSTORE SALES	NEW SKILLS & BUSINESS ED. CTR	11	3,147.44
P21-01890	OFFICE DEPOT	PAPER SHREDDER	WOODBINE ELEMENTARY SCHOOL	01	839.88
P21-01891	OFFICE DEPOT	OFFICE CHAIR	WEST CAMPUS	01	152.24
P21-01892	MARKERBOARD PEOPLE	LEARNING TOOLS/STUDENT WHITEBOARDS	HUBERT H BANCROFT ELEMENTARY	01	1,496.88
P21-01893	ELSEVIER	VN PRGM-BOOKSTORE	NEW SKILLS & BUSINESS ED. CTR	11	630.42
P21-01894	ELSEVIER	MA PRGM-BOOKSTORE	NEW SKILLS & BUSINESS ED. CTR	11	2,348.83
P21-01895	JONES & BARTLETT LEARNING LLC JONES & BARTLETT PUBLISHERS	MEDICAL ASSISTANT - RESALE	NEW SKILLS & BUSINESS ED. CTR	11	696.60
P21-01896	THE HOME DEPOT PRO	NEW SHOP CLASS	CALIFORNIA MIDDLE SCHOOL	01	952.36
P21-01897	GOPHER SPORT	LARGE MOTOR SKILLS EQUIPMENT	JOHN D SLOAT BASIC ELEMENTARY	01	1,328.91
P21-01898	GOPHER SPORT	LARGE MOTOR SKILLS EQUIPMENT	JOHN D SLOAT BASIC ELEMENTARY	01	1,141.03
P21-01899	SCUSD - US BANK CAL CARD	JANUARY 2021 CAL CARD - ELIZABETH RAMOS	HEALTH PROFESSIONS HIGH SCHOOL	01	50.00
P21-01900	CURRICULUM ASSOCIATES LLC	PURCHASE I READY	ALBERT EINSTEIN MIDDLE SCHOOL	01	20,910.00
P21-01901	SCHOOL SPECIALTY EDUCATION	BALANCES FOR NEW 7TH GRADE SCIENCE CURRICULUM	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,561.11

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P21-01902	The Guidance Network, Inc.	THERAPY MATERIAL	SUCCESS ACADEMY	01	1,187.28
P21-01903	SCHOOL OUTFITTERS DBA FAT CATA LOG	ELEM. ALTERNATIVE SEATING	SUCCESS ACADEMY	01	616.36
P21-01904	CURRICULUM ASSOCIATES LLC	MATH SUPPLEMENTAL INSTRUCTIONAL MATERIAL	FATHER K.B. KENNY - K-8	01	754.77
P21-01905	FOLLETT SCHOOL SOLUTIONS	RESOURCE BOOKS	LUTHER BURBANK HIGH SCHOOL	01	2,214.15
P21-01906	BARCODES LLC	BARCODE LABEL SETS	LUTHER BURBANK HIGH SCHOOL	01	203.48
P21-01907	GBC GENERAL BINDING CORP	LAMINATING FILM	MARTIN L. KING JR ELEMENTARY	01	271.35
P21-01908	SCHOOL NURSE SUPPLY INC	PURCHASING TWO BEDS FOR OUR NURSES ROOM	ISADOR COHEN ELEMENTARY SCHOOL	01	1,518.81
P21-01909	BOOKS EN MORE	STAFF DEVELOPMENT REFERENCE	CALIFORNIA MIDDLE SCHOOL	01	137.30
P21-01910	J P CUMMINGS INC	GRADUATION ITEMS FOR DIPLOMAS	HEALTH PROFESSIONS HIGH SCHOOL	01	46.81
P21-01911	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	PARENT AND TEACHER COMMUNICATION	TAHOE ELEMENTARY SCHOOL	01	883.27
P21-01912	PSAT NMSQT	CONFIRMING- PSAT/NMSQT -	WEST CAMPUS	01	2,038.00
P21-01913	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	CONFIRMING/DIGITAL JUNIOR SCHOLASTIC	ROSA PARKS MIDDLE SCHOOL	01	535.50
P21-01914	WALLACE MCCORD	AMAZON BOOK ORDER	CROCKER/RIVERSIDE ELEMENTARY	01	648.84
P21-01915	LAKESHORE LEARNING MATERIALS	ANGELA LAKESHORE ORDER	PARKWAY ELEMENTARY SCHOOL	01	113.80
P21-01916	PROCESS THEATRE	HIP HOP ZOOM DANCE	NICHOLAS ELEMENTARY SCHOOL	01	900.00
P21-01917	WOODCRAFT SUPPLY LLC	NEW WOODSHOP CLASS	CALIFORNIA MIDDLE SCHOOL	01	1,524.98
P21-01918	AMS.NET INC FREMONT BANK	COVID 19- VIRTUAL PHONE CUE FOR DISTRICT MEETINGS	FACILITIES MAINTENANCE	01	23,250.00
P21-01919	APPLE INC	INSTRUCTIONAL MATERIALS-MACBOOKS FOR TEACHER	CAMELLIA BASIC ELEMENTARY	01	17,143.69
P21-01920	EAST BAY RESTAURANT	CENTRAL KITCHEN EQUIPMENT	NUTRITION SERVICES DEPARTMENT	21	90,447.95
P21-01921	APPLE INC	ADMIN LAPTOP	SEQUOIA ELEMENTARY SCHOOL	01	1,506.91
P21-01922	CDW GOVERNMENT	TECHNOLOGY FOR SUPPLEMENTAL PROGRAMS	ALBERT EINSTEIN MIDDLE SCHOOL	01	102,192.10
P21-01923	FOLLETT SCHOOL SOLUTIONS	PURCHASING BOOKS FOR OUR LIBRARY	ISADOR COHEN ELEMENTARY SCHOOL	01	902.58
P21-01924	FOLLETT SCHOOL SOLUTIONS	LIBRARY HARD & EBOOKS	WOODBINE ELEMENTARY SCHOOL	01	16,816.94
P21-01925	FOLLETT SCHOOL SOLUTIONS	RESOURCE EBOOKS	LUTHER BURBANK HIGH SCHOOL	01	187.28
P21-01926	EAST BAY RESTAURANT	2-DOOR FREEZER FOR WILL C WOOD MS KITCHEN	NUTRITION SERVICES DEPARTMENT	13	5,569.47

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-01927	THE HOME DEPOT PRO	SMALL SAFES FOR SCHOOL SITE KITCHENS	NUTRITION SERVICES DEPARTMENT	13	10,353.00
P21-01928	BI-JAMAR INC dba QUALITY SOUND	LINE INPUT MODULE FOR CK PHONES	NUTRITION SERVICES DEPARTMENT	13	575.00
P21-01929	GRAPHIC PROMOTIONS	LARGER SIZE RAIN COATS FOR FRONT LINE NS STAFF	NUTRITION SERVICES DEPARTMENT	13	940.69
P21-01930	THE HOME DEPOT PRO	2-WAY WALKIE TALKIES FOR CK ADMIN & WHSE COMM	NUTRITION SERVICES DEPARTMENT	13	434.99
P21-01931	HARRIS SCHOOL SOLUTIONS	MEAL APPLICATION FORM DESIGN/TRANSLATION SY20-21	NUTRITION SERVICES DEPARTMENT	13	1,715.64
P21-01932	THE HOME DEPOT PRO	NEW WOODSHOP CLASS	CALIFORNIA MIDDLE SCHOOL	01	5,858.99
P21-01933	GOPHER SPORT	LARGE MOTOR SKILLS EQUIPMENT	JOHN D SLOAT BASIC ELEMENTARY	01	3,406.53
P21-01934	MCKESSON MEDICAL SURGICAL INC	COVID-19_VN MEDICAL SUPPLIES	NEW SKILLS & BUSINESS ED. CTR	11	1,588.62
P21-01935	Global Vending Group, Inc	BOOK VENDING MACHINE	WOODBINE ELEMENTARY SCHOOL	01	5,329.88
P21-01936	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLY	CESAR CHAVEZ INTERMEDIATE	01	29.13
P21-01937	AMAZON CAPITAL SERVICES	PIN PULLERS FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	25.01
P21-01938	AMAZON CAPITAL SERVICES	SPED STUDENT SUPPLIES	WASHINGTON ELEMENTARY SCHOOL	01	84.66
P21-01939	AMAZON CAPITAL SERVICES	1st Grade Classroom Math Manipulative	EARL WARREN ELEMENTARY SCHOOL	01	106.77
P21-01940	AMAZON CAPITAL SERVICES	1st Grade Classroom Math Manipulative	EARL WARREN ELEMENTARY SCHOOL	01	107.58
P21-01941	AMAZON CAPITAL SERVICES	DESKTOP STORAGE ORGANIZERS FOR NEW WORKROOM	JOHN F. KENNEDY HIGH SCHOOL	01	152.23
P21-01942	GRAINGER INC	COVID-19 - VANTAGE SHELTER/INSTANT BAG	BUILDINGS & GROUNDS/OPERATIONS	01	181,302.56
P21-01943	GRAINGER INC	COVID-19 - TRAFFIC CONES	BUILDINGS & GROUNDS/OPERATIONS	01	37,758.17
P21-01944	PBK ARCHITECTS INC	RETROFIT ALL ADMIN PUBLIC COUNTERS W/ BARRIERS	FACILITIES SUPPORT SERVICES	01	280,000.00
P21-01945	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	SWIMMING POOL PERMIT	LUTHER BURBANK HIGH SCHOOL	01	490.00
P21-01946	JM ENVIRONMENTAL INC	0810-428 NUT SERV PHASE 2-HAZMAT TEST	FACILITIES SUPPORT SERVICES	21	3,800.00
P21-01947	CDW GOVERNMENT	USB-C POWER ADAPTERS FOR NS ADMIN	NUTRITION SERVICES DEPARTMENT	13	592.69
P21-01948	MAITA CHEVROLET & GMAC	CONFIRMING- REPAIRS NEEDED TO ROOFER'S VEHICLE	FACILITIES MAINTENANCE	01	1,397.65

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-01950	OFFICE DEPOT	CABLES, ID CARD REEL, CONFERENCE CAM (FRY)	JOHN F. KENNEDY HIGH SCHOOL	01	147.75
P21-01952	OFFICE DEPOT	USB-C MULTIPORT ADAPTERS FOR TEACHERS (FRY)	JOHN F. KENNEDY HIGH SCHOOL	01	1,026.51
P21-01953	OFFICE DEPOT	STAND, KEYBOARD/MOUSE, MOUSE PAD, MONITOR (FRY)	JOHN F. KENNEDY HIGH SCHOOL	01	174.35
P21-01954	CDW GOVERNMENT	USB ADAPTER	SUSAN B. ANTHONY ELEMENTARY	01	228.38
P21-01955	DFS FLOORING LP	RUBBER BASE FOR DISTRICT SITES	FACILITIES MAINTENANCE	01	8,210.63
P21-01956	S & K THEATRICAL DRAPERIES INC	VINYL FABRIC FOR CLASSROOM DRAPES	FACILITIES MAINTENANCE	01	6,314.13
P21-01957	LINMOORE FENCING AND IRON WORK S	REPLACE OPERATORS FOR MLK SLIDING GATES	FACILITIES MAINTENANCE	01	7,280.00
P21-01958	LIVESCHOOL INC	LIVESCHOOL PROGRAM	SUCCESS ACADEMY	01	396.00
P21-01959	BENCHMARK EDUCATION CO LLC	BENCHMARK DIGITAL SUITE	JOHN D SLOAT BASIC ELEMENTARY	01	1,291.88
P21-01960	CENGAGE LEARNING	Additional INSIDE Fundamentals B Online Access	LIBRARY/TEXTBOOK SERVICES	01	1,389.28
P21-01961	SCHOOL INFO APP LLC	PURCHASING PARENT COMMUNICATION SCHOOL INFO APP	ISADOR COHEN ELEMENTARY SCHOOL	01	1,000.00
P21-01962	GAME TIME CORP c o MRC	REPLACEMENT SLIDE FOR DIDION ELEMENTARY	FACILITIES MAINTENANCE	01	8,455.80
P21-01963	NEW HOME BUILDING SUPPLY INC	MATERIALS FOR DECKS AT VARIOUS SITES	FACILITIES MAINTENANCE	01	7,315.46
P21-01964	GAIL NAKAMURA	t-shirts for annual read-a-round event	GENEVIEVE DIDION ELEMENTARY	01	536.36
P21-01965	CDW GOVERNMENT	OFFICE MONITOR - REPLACE BROKEN MONITOR	SEQUOIA ELEMENTARY SCHOOL	01	179.52
P21-01966	AMAZON CAPITAL SERVICES	AMAZON - PAPER BAGS - DELIVER TO H JOHNSON FEC	CHILD DEVELOPMENT PROGRAMS	12	1,277.64
P21-01967	CDW GOVERNMENT	PRINTER FOR SCIENCE	ALBERT EINSTEIN MIDDLE SCHOOL	01	799.81
P21-01968	GREENFIELD LEARNING INC	GREENFIELD LEARNING	LEATAATA FLOYD ELEMENTARY	01	30,000.00
P21-01969	CDW GOVERNMENT	PRINTERS	SUCCESS ACADEMY	01	894.31
P21-01970	COUNTY OF SACRAMENTO VOTER REG ISTRATION & ELECTIONS	VOTER REGISTRATION & ELECTIONS	BOARD OF EDUCATION	01	126,286.96
P21-01971	MEISSNER SEWING	CULINARY	CALIFORNIA MIDDLE SCHOOL	01	1,853.88
P21-01972	THE HOME DEPOT PRO	HANDS FREE HAND SANITIZER FLOOR STAND	SUSAN B. ANTHONY ELEMENTARY	01	1,779.15
P21-01973	STAPLES (Corporate Office)	0525-434 JFK CORE STAPLES	FACILITIES SUPPORT SERVICES	21	13,891.52

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-01974	ROCKLER	NEW WOODSHOP CLASS	CALIFORNIA MIDDLE SCHOOL	01	676.85
P21-01975	BOOKS EN MORE	CARPENTRY BOOK PURCHASE 2020 21	AMERICAN LEGION HIGH SCHOOL	01	1,955.87
P21-01976	PROCESS THEATRE	CONFIRMING/ SPED DANCE INST 9/22/20-1/26/21	ROSA PARKS MIDDLE SCHOOL	01	450.00
P21-01977	PROCESS THEATRE	PROCESS THEATRE SPED DANCE INSTRC 2/2-6/7/2021	ROSA PARKS MIDDLE SCHOOL	01	325.00
P21-01978	SCUSD - US BANK CAL CARD	NEW WOODSHOP CLASS	CALIFORNIA MIDDLE SCHOOL	01	373.89
P21-01979	GRAINGER INC	HIGH SPEED BURNISHER	ENGINEERING AND SCIENCES HS	01	1,253.28
P21-01980	MT LIBRARY SERVICES JUNIOR LIB RARY GUILD	SUPPL LIB SUPPLIES SUPPORT/ENCHANCE CURRICULUM	C. K. McCLATCHY HIGH SCHOOL	01	1,289.56
P21-01981	Practice Sports, Inc.	PRYDE - BATTING CAGE	LUTHER BURBANK HIGH SCHOOL	01	10,036.94
P21-01982	SCUSD - US BANK CAL CARD	SUMMER READING SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	2,173.91
P21-01983	FASTSIGNS INC	TEACHER SIGNAGE	ROSA PARKS MIDDLE SCHOOL	01	440.44
P21-01984	BENSON FENCE CO	PRYDE -FENCE INSTALLATION - BASEBALLFIELD	LUTHER BURBANK HIGH SCHOOL	01	18,350.00
P21-01985	SCUSD - US BANK CAL CARD	TOOLS ACCESSORY KITS	JOHN H. STILL - K-8	01	1,070.34
P21-01986	AMAZON CAPITAL SERVICES	PURCHASING ITEMS FOR EL STUDENTS	ISADOR COHEN ELEMENTARY SCHOOL	01	1,703.48
P21-01987	AMAZON CAPITAL SERVICES	LPPA CAMERA TO DOCUMENT EVENTS	C. K. McCLATCHY HIGH SCHOOL	01	954.33
P21-01988	AMAZON CAPITAL SERVICES	STUDENT CLASS SUPPLIES	WASHINGTON ELEMENTARY SCHOOL	01	200.21
P21-01989	CDW GOVERNMENT	Tech Equipment for SHPD Staff Remote Work-COVID	BUSINESS SERVICES	01	5,291.35
P21-01990	AMAZON CAPITAL SERVICES	Wristbands for screening kids	PHOEBE A HEARST BASIC ELEM.	01	171.71
P21-01991	CDW GOVERNMENT	COVID Funding Remote Working	RISK MANAGEMENT	01	957.00
P21-01992	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	CONFIRMING POSTAGE METER LEASE INVOICE #3104379442	JOHN F. KENNEDY HIGH SCHOOL	01	599.45
P21-01993	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	FONG'S BOOK ORDER	BOWLING GREEN ELEMENTARY	09	1,914.51
P21-01994	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	MOUA'S BOOK ORDER	BOWLING GREEN ELEMENTARY	09	2,004.65
P21-01995	Assoc. Positive Behavior Sup.	Assoc. for Positive Behavior - 1 year Membership	EQUITY, ACCESS & EXCELLENCE	01	125.00
P21-01996	AMAZON CAPITAL SERVICES	PE DEPARTMENT SUPPLIES	ENGINEERING AND SCIENCES HS	01	1,857.39

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-01997	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES FOR STAFF TO PERFORM DUTIES	ENGINEERING AND SCIENCES HS	01	781.06
P21-01998	AMAZON CAPITAL SERVICES	STORRS TEACHER SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	112.15
P21-01999	AMAZON CAPITAL SERVICES	4th to 6th SDC Classroom Manipulative Materials	EARL WARREN ELEMENTARY SCHOOL	01	162.47
P21-02000	AMAZON CAPITAL SERVICES	ICE MAKER FOR NURSE OFFICE	BOWLING GREEN ELEMENTARY	09	130.25
P21-02001	ELK GROVE UNIFIED SCHOOL DIST EGRASP	Title I Service- Elk Grove to SCUSD students	CONSOLIDATED PROGRAMS	01	4,985.99
P21-02002	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	KINDER BOOK ORDER	BOWLING GREEN ELEMENTARY	09	3,801.95
P21-02003	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	1ST GRADE SCHOLASTIC BOOK ORDER	BOWLING GREEN ELEMENTARY	09	1,570.06
P21-02004	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	GONG'S BOOK ORDER	BOWLING GREEN ELEMENTARY	09	2,527.43
P21-02005	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SIDHU BOOK ORDER	BOWLING GREEN ELEMENTARY	09	2,041.14
P21-02006	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	TELL'S BOOK ORDER	BOWLING GREEN ELEMENTARY	09	1,681.56
P21-02007	BAR HEIN CO	LEAF BLOWER	BOWLING GREEN ELEMENTARY	09	462.14
P21-02008	PACIFIC OFFICE AUTOMATION	RISO MAINT- INVOICE# 211704	BOWLING GREEN ELEMENTARY	09	100.00
P21-02009	BSN SPORTS LLC	P.E. EQUIPMENT	BOWLING GREEN ELEMENTARY	09	1,779.07
P21-02010	BOOKS EN MORE	1st GRADE BOOKS EN MORE ORDER	BOWLING GREEN ELEMENTARY	09	4,063.45
P21-02011	Oransi LLC	COVID Air Purifiers	FACILITIES MAINTENANCE	01	1,353,937.50
P21-02012	GRAINGER INC	COVID - Care Rooms Protocol Setup	RISK MANAGEMENT	01	19,433.63
P21-02013	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	BASC-3 ONLINE SCORING	SPECIAL EDUCATION DEPARTMENT	01	811.80
P21-02014	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	564.41
P21-02015	OFFICE DEPOT	LUXOR 39 1/2 " WITH STAND UP DESK-BLACK GREY	JOHN F. KENNEDY HIGH SCHOOL	01	241.74
P21-02016	OFFICE DEPOT	SAFECO WAVE UNDER DESK PRINTER STAND-LIGHT GREY	JOHN F. KENNEDY HIGH SCHOOL	01	76.11
P21-02017	OFFICE DEPOT	HON FOOTREST - ANTI SLIP COVER - TEXTURED SURFACE	JOHN F. KENNEDY HIGH SCHOOL	01	103.51
P21-02018	SCHOOL SPECIALTY EDUCATION	TRI-FOLD (BYRNES)	HEALTH PROFESSIONS HIGH SCHOOL	01	229.68
P21-02019	THE HOME DEPOT PRO	OPENING SAFETY SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	542.25
P21-02021	OFFICE DEPOT	DRY-ERASE WHITEBOARD	JOHN BIDWELL ELEMENTARY	01	108.74

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Includes Purchase Orders dated 02/15/2021 - 03/14/2021 ***

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P21-02022	SCHOOL SPECIALTY EDUCATION	STUDENT MATH MANIPULATIVES	JOHN CABRILLO ELEMENTARY	01	99.07
P21-02023	ANTHONY PEREZ	FUN FRIDAY MUSIC - LEVEL SYSTEM - TPerez	JOHN MORSE THERAPEUTIC	01	1,793.79
P21-02024	GLOBAL EQUIPMENT CO INC	LOCKERS FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	21	12,758.04
P21-02025	LAKESHORE LEARNING MATERIALS	CLASSROOM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	23.79
P21-02026	THE BULK BOOKSTORE	BOOKS FOR STUDENTS	JOHN CABRILLO ELEMENTARY	01	378.72
P21-02027	GOPHER SPORT	PE BALL CART	SAM BRANNAN MIDDLE SCHOOL	01	405.89
P21-02028	BOOKS EN MORE	CLASSROOM BOOKS	JOHN H. STILL - K-8	01	171.07
P21-02029	FOLLETT SCHOOL SOLUTIONS	Prof Library & School Collection Development	LIBRARY/TEXTBOOK SERVICES	01	1,620.98
P21-02030	PACIFIC OFFICE AUTOMATION	RISO INK AND MASTERS	JOHN CABRILLO ELEMENTARY	01	478.50
P21-02031	SETON	REOPENING SCHOOL SAFETY FOUNTAIN LOCKS	SUSAN B. ANTHONY ELEMENTARY	01	411.05
P21-02032	JEREMY PREDKO	SUPPLIES/EQUIPMENT FOR TESTING/MEETING	ROSEMONT HIGH SCHOOL	01	404.52
P21-02033	CRISTINA S. JORDAN	SHELVING BOOK ROOM	KIT CARSON INTL ACADEMY	01	428.80
P21-02034	PACIFIC OFFICE AUTOMATION	RISO SF-5130-NEW MACHINE	MATSUYAMA ELEMENTARY SCHOOL	01	3,257.06
P21-02035	PACIFIC OFFICE AUTOMATION	RISOGRAPH SF-5130 SERVICE AGREEMENT	A. M. WINN - K-8	01	425.00
P21-02037	Onan Capital Inc.	COVID Protocol Supplies	RISK MANAGEMENT	01	44,672.33
P21-02038	JUKE BOX PRINT, INC.	STICKERS FOR SITES - COVID	FACILITIES MAINTENANCE	01	152,836.86
P21-02039	BLUE CELLULAR NORTH AMERICA db a BLUE BEAT DIGITAL LLC	COVID - Safety Protocol Supplies	RISK MANAGEMENT	01	17,664.39
P21-02040	OFFICE DEPOT	Furniture for front office	PHOEBE A HEARST BASIC ELEM.	01	2,063.36
P21-02041	OFFICE DEPOT	RAIN DESIGN M STAND FOR NOTEBOOKS	JOHN F. KENNEDY HIGH SCHOOL	01	61.30
P21-02042	OFFICE DEPOT	OFFICE DEPOT - MISC SUPPLIES FOR RE-OPENING	NEW JOSEPH BONNHEIM	09	951.55
P21-02043	OFFICE DEPOT	HP ENVY PRO ALL IN ONE INKJET PRINTER	JOHN BIDWELL ELEMENTARY	01	163.11
P21-02044	2080 MEDIA INC C/O PLAYON! SPORTS	NFHS NETWORK SCHOOL BROADCAST PROGRAM	EQUITY, ACCESS & EXCELLENCE	01	6,000.00
P21-02045	ARC DOCUMENT SOLUTIONS LLC	LAWN SIGN FOR GOOD ATTENDANCE	C. K. McCLATCHY HIGH SCHOOL	01	500.73
P21-02046	CENGAGE LEARNING	ACADEMIC VOCABULARY TOOLKITS	H.W. HARKNESS ELEMENTARY	01	4,604.53
P21-02047	OFFICE DEPOT	OFFICE DEPOT - CHILD MASKS - HJ FEC	CHILD DEVELOPMENT PROGRAMS	12	3,562.65
P21-02048	CDW GOVERNMENT	WACOM TABLET	SUCCESS ACADEMY	01	703.78

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02049	IXL LEARNING INC	Upgrade IXL to add ELA access until September	GENEVIEVE DIDION ELEMENTARY	01	980.00
P21-02050	JAMF HOLDINGS INC	JAMF SCHOOL LIFETIME LICENSE - LEARNING GENIE	CHILD DEVELOPMENT PROGRAMS	12	875.00
P21-02051	PACIFIC OFFICE AUTOMATION	NEW RISO COPIER	TAHOE ELEMENTARY SCHOOL	01	3,257.06
P21-02052	FRANKLIN COVEY CLIENT SALES	LEADER IN ME MATERIALS	SEQUOIA ELEMENTARY SCHOOL	01	4,582.96
P21-02053	D & P ENTERPRISES INC dba CRES CO	WORK TABLES FOR CULINARY ARTS PGM	CAREER & TECHNICAL PREPARATION	01	3,327.75
P21-02054	THE HOME DEPOT PRO	TRASHCANS FOR DRUM CLASS	HIRAM W. JOHNSON HIGH SCHOOL	01	204.99
P21-02055	JAMES EDER	ADA Equipment purchase reimbursement	GENEVIEVE DIDION ELEMENTARY	01	40.77
P21-02056	CHANH YIP TEK	SCHOLASTIC BOOKS REIM. - INSTRUCTIONAL MTLs	WILLIAM LAND ELEMENTARY	01	407.81
P21-02057	PARLAY IDEAS INC	SOFTWARE LICENSE-SOCIAL STUDIES-ALL STUDENTS	JOHN F. KENNEDY HIGH SCHOOL	01	144.00
P21-02058	VARSITY BRANDS HOLDING CO INC	TREAT AS CONFIRMING - PAST DUE CHEER CAMP INVOICE	C. K. McCLATCHY HIGH SCHOOL	01	2,940.00
P21-02059	PACIFIC OFFICE AUTOMATION	RISOGRAPH SF-5130 DIGITAL DUPLICATOR (NEW)	A. M. WINN - K-8	01	3,257.06
P21-02060	AMAZON CAPITAL SERVICES	ASSISTIVE TECHNOLOGY	SPECIAL EDUCATION DEPARTMENT	01	135.93
P21-02061	AMAZON CAPITAL SERVICES	LIM & STUBBS AMAZON	PARKWAY ELEMENTARY SCHOOL	01	161.30
P21-02062	LAZEL INC dba LEARNING A-Z	GIZMO EXPLORELEARNING 3 YEAR LICENSE EXTENTION	JOHN MORSE THERAPEUTIC	01	2,231.25
P21-02063	CURRICULUM ASSOCIATES LLC	Parent Workshop i-Ready technology Family Night	BRET HARTE ELEMENTARY SCHOOL	01	500.00
P21-02064	NATIONAL STUDENT CLEARINGHOUSE	STUDENT TRACKER INVOICE HS2101013	STRATEGY & CONTINUOUS IMPRVMT	01	3,400.00
P21-02065	AMAZON CAPITAL SERVICES	STUDENT SUPPLIES/ORGANIZATION	HUBERT H BANCROFT ELEMENTARY	01	292.54
P21-02066	ROBERT E SMITH dba ALL AWARDS	CONFIRMING-STUDENT BACKPACKS 2020-2021	CAMELLIA BASIC ELEMENTARY	01	644.34
P21-02067	SCUSD - US BANK CAL	FEBRUARY 2021 CAL CARD - ELIZABETH RAMOS	HEALTH PROFESSIONS HIGH SCHOOL	01	368.83
P21-02068	TOUCHLINE SOFTWARE INC	2021 - 2022 QUICK PERMIT RENEWAL LICENSE	JOHN F. KENNEDY HIGH SCHOOL	01	385.00
P21-02069	MARILYN FRIEND INC	TRAINING SERVICES INVOICE#5138	ROSEMONT HIGH SCHOOL	01	1,500.00
P21-02070	SCUSD - US BANK CAL	DRY ERASE LAPBOARDS AND PENS FOR STUDENTS	JOHN CABRILLO ELEMENTARY	01	943.80
P21-02071	Academic Health Plans, Inc	Academic Health Plans, Inc.- Insurance PreK- K12	RISK MANAGEMENT	01	2,129.31
P21-02072	GRAINGER INC	TO REPLACE TORN FLAGS	CALIFORNIA MIDDLE SCHOOL	01	75.78

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P21-02073	SCHOOL NURSE SUPPLY INC	EMERGENCY PACK SUPPLIES	ALBERT EINSTEIN MIDDLE SCHOOL	01	324.95
P21-02074	SCUSD - US BANK CAL CARD	KINDER LAP DESKS	WOODBINE ELEMENTARY SCHOOL	01	323.60
P21-02075	GRAINGER INC	COVID-19 - BARRIER POST W/METAL,BELT	BUILDINGS & GROUNDS/OPERATIONS	01	71,546.62
P21-02076	CDW GOVERNMENT	COVID Staff Remote Working	RISK MANAGEMENT	01	471.59
P21-02077	APPLE INC	APPLE PENCIL REPLACEMENT (FRY)	JOHN F. KENNEDY HIGH SCHOOL	01	129.41
P21-02078	CDW GOVERNMENT	LTS Replacement Laptop	LIBRARY/TEXTBOOK SERVICES	01	1,113.88
P21-02079	CDW GOVERNMENT	CHROMEBOOKS	JOHN D SLOAT BASIC ELEMENTARY	01	57,951.90
P21-02080	DELTA WIRELESS INC	NEW RADIOS FOR VP PEDRO GARIBAY	C. K. McCLATCHY HIGH SCHOOL	01	3,415.51
P21-02081	YOGA ACCESSORIES LLC	SUPPLEMENTAL INSTRUCTIONAL MATERIALS YOGA	ALBERT EINSTEIN MIDDLE SCHOOL	01	2,407.85
P21-02082	DISCOUNT SCHOOL SUPPLY	COVID-INST MTRLS - YOLANDA PADILLA	CHILD DEVELOPMENT PROGRAMS	12	1,042.18
P21-02083	SCHOOL SPECIALTY EDUCATION	WORLD HISTORY MAPS	HIRAM W. JOHNSON HIGH SCHOOL	01	48.15
P21-02084	FLINN SCIENTIFIC INC	SCIENCE PURCHASE BREWER 2020 21	AMERICAN LEGION HIGH SCHOOL	01	9,493.28
P21-02085	BOOKS EN MORE	JCBA- SUPPLEMENTAL BOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	665.55
P21-02086	DISCOUNT SCHOOL SUPPLY	COVID-INST MTRLS - RAMAN CLAR	CHILD DEVELOPMENT PROGRAMS	12	668.36
P21-02087	KAPLAN EARLY LEARNING CO	COVID-INST MTRL - RAMAN CLAR	CHILD DEVELOPMENT PROGRAMS	12	1,362.29
P21-02088	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - CHRISTY ANDLOVEC	CHILD DEVELOPMENT PROGRAMS	12	442.18
P21-02089	LAKESHORE LEARNING MATERIALS	COVID DIVIDERS - GULALAI SHETAB	CHILD DEVELOPMENT PROGRAMS	12	328.53
P21-02090	Learnbat Inc.	SHOW ME - SOFTWARE FOR MATH (FRY)	JOHN F. KENNEDY HIGH SCHOOL	01	89.99
P21-02091	Explain Everything Sales, Inc.	1 YEAR LICENSE - EXPLAIN EVERYTHING-MATH (PLOTTS)	JOHN F. KENNEDY HIGH SCHOOL	01	24.99
P21-02092	VISUAL EDUCATION LTD	WORD WALL SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	388.00
P21-02093	AMAZON CAPITAL SERVICES	Purchasing Attendance Incentives For Students	ISADOR COHEN ELEMENTARY SCHOOL	01	148.66
P21-02094	AMAZON CAPITAL SERVICES	STUDENT RESPONSE WHITEBOARDS	HIRAM W. JOHNSON HIGH SCHOOL	01	190.25
P21-02095	AMAZON CAPITAL SERVICES	BJ DICTIONARIES	PARKWAY ELEMENTARY SCHOOL	01	213.51
P21-02096	AMAZON CAPITAL SERVICES	INCENTIVES FOR ATTENDANCE - SA&E	C. K. McCLATCHY HIGH SCHOOL	01	293.35
P21-02097	AMAZON CAPITAL SERVICES	THERAPY MATERIAL	SUCCESS ACADEMY	01	359.91

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02098	RIVERVIEW INTERNATIONAL TRUCKS	REFRIGERATED TRUCKS FOR HUB SITE FOOD TRANSPORT	NUTRITION SERVICES DEPARTMENT	01	175,240.68
P21-02099	AMAZON CAPITAL SERVICES	THERAPY MATERIALS	SUCCESS ACADEMY	01	720.83
P21-02100	PACIFIC OFFICE AUTOMATION	RISO CONTRACT RZ220	ALBERT EINSTEIN MIDDLE SCHOOL	01	425.00
P21-02101	PRO-ED INC	ADPE ASSESSMENT	SPECIAL EDUCATION DEPARTMENT	01	690.00
P21-02102	ANA YALAN	CLASSROOM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	23.18
P21-02103	ERIC GONG	TREAT AS A CONFIRMING REQ-ERIC GONG	BOWLING GREEN ELEMENTARY	09	999.80
P21-02104	SCUSD - US BANK CAL CARD	REOPENING SCHOOL SAFETY GATE	SUSAN B. ANTHONY ELEMENTARY	01	192.66
P21-02105	AZTEC TECHNOLOGY CORPORATION	40 FT SHIPPING CONTAINERS 8 FT WIDE ROLL UP DOOR	JOHN H. STILL - K-8	01	11,472.04
P21-02106	KATHY FONG-GONG	TREAT AS A CONFIRMING REQ-KATHY FONG	BOWLING GREEN ELEMENTARY	09	999.99
P21-02107	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT DEPT	TREAT AS CONFIRMING - HAZARDOUS MATLS PERMIT 2021	C. K. McCLATCHY HIGH SCHOOL	01	724.00
P21-02108	AMS.NET INC FREMONT BANK	ERATE 24 CABLING INFRASTRUCTURE @ 10 SITES	INFORMATION SERVICES	21	22,203.05
P21-02109	INTERNATIONAL BACCALAUREATE	IB ONLINE WORKSHOP - NGUYEN	KIT CARSON INTL ACADEMY	01	450.00
P21-02110	PS Promotional Solutions LLC C edar Promo	COVID Supplies	RISK MANAGEMENT	01	19,145.24
P21-02111	CDW GOVERNMENT	Logitech C310 HD Web Camera	THE MET	09	471.59
P21-02112	SIERRA WINDOW COVERINGS	WINDOW BLINDS FOR OFFICES	HIRAM W. JOHNSON HIGH SCHOOL	01	3,027.77
P21-02113	BAR HEIN CO	STIHL BLOWER FOR PLANT MANAGER	H.W. HARKNESS ELEMENTARY	01	462.14
P21-02114	TUCS EQUIPMENT	SHEARER/BLENDER/EMULSIFIER FOR CK TUCS EQUIPMENT	NUTRITION SERVICES DEPARTMENT	21	46,292.93
P21-02115	EAST BAY RESTAURANT	ICE MACHINE FOR FERN BACON MS KITCHEN	NUTRITION SERVICES DEPARTMENT	13	2,310.25
P21-02116	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS/JC 4TH GRADE	WOODBINE ELEMENTARY SCHOOL	01	645.98
P21-02117	CASCADE ROCK INC	SOIL MIX FOR BASEBALL FIELD	LUTHER BURBANK HIGH SCHOOL	01	1,370.25
P21-02118	LAKESHORE LEARNING MATERIALS	4TH GRADE SUPPLIES/JC	WOODBINE ELEMENTARY SCHOOL	01	822.70
P21-02119	Sharon Kennedy Estate	SETTLEMENT TRUST OAH2020080529	SPECIAL EDUCATION DEPARTMENT	01	56,500.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02120	THE HOME DEPOT PRO	TOOL CABINET FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	597.04
P21-02121	FASTENAL CO	BENCH CABINET/BINS FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	687.40
P21-02122	EAST BAY RESTAURANT SUPPLY INC	VACUUM SEALER/DOUGH SHEETER FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	21	33,278.03
P21-02123	OFFICE DEPOT	Postage	CHILD DEVELOPMENT PROGRAMS	12	555.00
P21-02124	PACIFIC OFFICE AUTOMATION	RISOGRAPH SF-5130 DIGITAL DUPLICATOR NEW	JOHN H. STILL - K-8	01	3,257.06
P21-02125	K-LOG INC	OPENING SCHOOL SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	1,618.36
P21-02126	SCHOOL SPECIALTY EDUCATION	STORAGE CABINETS	WOODBINE ELEMENTARY SCHOOL	01	2,554.66
P21-02127	OFFICE DEPOT	GRAPHING CALCULATORS	HIRAM W. JOHNSON HIGH SCHOOL	01	17,605.76
P21-02128	FOLLETT SCHOOL SOLUTIONS	TEXTBOOKS FOR CJA (MR. TAYLOR)	C. K. McCLATCHY HIGH SCHOOL	01	2,053.03
P21-02129	CDW GOVERNMENT	COMPUTERS FOR BUSINESS SERVICES	BUSINESS SERVICES	01	2,847.72
P21-02130	SCUSD - US BANK CAL CARD	COVID-INST MTRLS - TERRI KOHNKE	CHILD DEVELOPMENT PROGRAMS	12	768.68
P21-02131	CDW GOVERNMENT	DOC CAMS	BOWLING GREEN ELEMENTARY	09	6,328.46
P21-02132	PITNEY BOWES INC	CONFIRMING- GOODS REC-POSTAGE MACHINE SUPPLIES	JOHN F. KENNEDY HIGH SCHOOL	01	477.12
P21-02133	CASCADE ROCK INC	BASEBALL/SOFTBALL FIELD DIRT	WEST CAMPUS	01	626.38
P21-02134	OFFICE DEPOT	WELLNESS CARE PACKAGES	HEALTH PROFESSIONS HIGH SCHOOL	01	1,716.93
P21-02135	CDW GOVERNMENT	COMPUTER FOR STUDENT USE FOR STANDARD BASED APPS	PETER BURNETT ELEMENTARY	01	5,569.38
P21-02136	CDW GOVERNMENT	COMPUTER AND PRINTER FOR OFFICE USE	CAMELLIA BASIC ELEMENTARY	01	1,789.94
P21-02137	WEST COAST TURF	BASEBALL FIELD SOIL AND INSTALLATION	LUTHER BURBANK HIGH SCHOOL	01	4,430.00
P21-02138	CDW GOVERNMENT	CLASSROOM TECHNOLOGY	CALIFORNIA MIDDLE SCHOOL	01	12,605.47
P21-02139	CDW GOVERNMENT	PHOTOGRAPHY CLASS	CALIFORNIA MIDDLE SCHOOL	01	10,149.64
P21-02140	SCUSD - US BANK CAL CARD	STRAPS FOR SECURING FOOD DISTRIBUTION (HUB SITES)	NUTRITION SERVICES DEPARTMENT	13	1,779.61
P21-02141	Nick Susac	PRYDE - SUPPLIES FOR CONCRETE ON BASEBALL FIELD	LUTHER BURBANK HIGH SCHOOL	01	3,601.39

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02142	CDW GOVERNMENT	COMPUTER LAB UPGRADE	LUTHER BURBANK HIGH SCHOOL	01	18,025.53
P21-02143	AMAZON CAPITAL SERVICES	STAFF JOURNALS FOR ANXIETY	INTEGRATED COMMUNITY SERVICES	01	500.32
P21-02144	TROXELL COMMUNICATIONS INC	INTERACTIVE DISPLAYS	HIRAM W. JOHNSON HIGH SCHOOL	01	181,367.25
P21-02145	Thomas Jay Henderson	HMS PHYSICS CLASSROOM SUBSCRIPTION	HIRAM W. JOHNSON HIGH SCHOOL	01	125.00
P21-02146	AAA Business Supplies & Inter.	Replacement Chair for CBO	BUSINESS SERVICES	01	792.19
P21-02147	CDW GOVERNMENT	DP TO VGA CABLE ADAPTERS	WILL C. WOOD MIDDLE SCHOOL	01	949.28
P21-02148	AMAZON CAPITAL SERVICES	THERAPY MATERIALS	SUCCESS ACADEMY	01	471.27
P21-02149	TROXELL COMMUNICATIONS INC	SMARTBOARDS	WOODBINE ELEMENTARY SCHOOL	01	53,046.20
P21-02150	TROXELL COMMUNICATIONS INC	PROJECTORS	PARKWAY ELEMENTARY SCHOOL	01	3,888.90
P21-02151	BOOKS EN MORE	WELLNESS CARE PACKAGES/STUDENTS	HEALTH PROFESSIONS HIGH SCHOOL	01	1,772.47
P21-02152	BSN SPORTS LLC	GOLF/TENNIS POLOS/HATS	HIRAM W. JOHNSON HIGH SCHOOL	01	3,311.59
P21-02153	OG GEAR CO	WRESTLING SINGLETSPARKAS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,512.13
P21-02154	AMS.NET INC c o FREMONT BANK	BARRACUDA RENEWAL, 4/8/21 - 4/7/22	INFORMATION SERVICES	01	1,686.00
P21-02155	AMS.NET INC FREMONT BANK	0810-428 NUT SERV PH 2-IP PHONES & LICENSE AGREE	FACILITIES SUPPORT SERVICES	21	5,182.73
P21-02156	AMAZON CAPITAL SERVICES	10pcs Cotton Face Covering Deaf/ Hard of Hearing	THE MET	09	130.44
P21-02157	AMAZON CAPITAL SERVICES	WELLNESS ITEMS/CARE PACKAGES	HEALTH PROFESSIONS HIGH SCHOOL	01	952.15
P21-02158	CDW GOVERNMENT	LOW INCIDENCE ASSISTIVE TECH	SPECIAL EDUCATION DEPARTMENT	01	1,113.88
P21-02159	CDW GOVERNMENT	HP LAPTOPS FOR OFFICE	ELDER CREEK ELEMENTARY SCHOOL	01	3,341.63
P21-02160	CDW GOVERNMENT	FOR STAFF USE: HPs/DOC CAMERAS/PROJECTORS/PRI NTER	ALICE BIRNEY WALDORF - K-8	01	8,616.72
P21-02161	PITNEY BOWES INC	CHECK PRINTER MAINT AGREEMENT: 3/22/21 - 3/21/22	INFORMATION SERVICES	01	2,066.36
P21-02162	AMAZON CAPITAL SERVICES	SUPPLIES FOR HOMELESS STUDENTS	ALBERT EINSTEIN MIDDLE SCHOOL	01	684.68
P21-02163	J. Sweigart Inc BDJtech	POLY COM STUDIO	INFORMATION SERVICES	01	1,993,375.00
P21-02164	DISPLAYS2GO	LOW INCIDENCE ASSISTIVE	SPECIAL EDUCATION DEPARTMENT	01	100.13
P21-02165	AMDI	NON LOW INCIDENCE AT	SPECIAL EDUCATION DEPARTMENT	01	4,137.54
P21-02166	AMAZON CAPITAL SERVICES	LOW INCIDENCE - VI	SPECIAL EDUCATION DEPARTMENT	01	1,303.64

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02167	SCUSD - US BANK CAL CARD	LOW INCIDENCE VI	SPECIAL EDUCATION DEPARTMENT	01	724.06
P21-02168	LOS ANGELES COUNTY OFFICE OF E DUCATION	ADPE ASSESSMENT	SPECIAL EDUCATION DEPARTMENT	01	107.94
P21-02169	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - CARLENE RANZIERI	CHILD DEVELOPMENT PROGRAMS	12	339.84
P21-02170	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - DIANA FRANCO, RM 1	CHILD DEVELOPMENT PROGRAMS	12	185.93
P21-02171	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - KELY XIONG, RM 14	CHILD DEVELOPMENT PROGRAMS	12	1,877.12
P21-02172	AMAZON CAPITAL SERVICES	CJA TEXTBOOK FOR C. TAYLOR	C. K. McCLATCHY HIGH SCHOOL	01	1,046.39
P21-02173	AMAZON CAPITAL SERVICES	LOW INCIDENCE VI	SPECIAL EDUCATION DEPARTMENT	01	3,231.89
P21-02174	CDW GOVERNMENT	INSTRUCTIONAL EQUIPMENT	ROSEMONT HIGH SCHOOL	01	1,113.88
P21-02175	APPLE INC	IPADS FOR TEACHERS MISSED FROM R21-01259	C. K. McCLATCHY HIGH SCHOOL	01	1,632.65
P21-02176	DAWN SIGN PRESS	SIGN LANGUAGE SUPPLEMENTAL MATERIAL	HIRAM W. JOHNSON HIGH SCHOOL	01	209.65
P21-02177	DAWN SIGN PRESS	SIGN LANGUAGE SUPPLEMENTAL MATERIAL	HIRAM W. JOHNSON HIGH SCHOOL	01	838.60
P21-02178	TEXTBOOK WAREHOUSE LLC	MAXIMUM RIDE MANGA MY HERO ACADEMIA THE COMPLETE	JOHN H. STILL - K-8	01	867.39
P21-02179	C.L. Smith Trucking, Inc	INFIELD MIX FOR BASEBALL FIELD	LUTHER BURBANK HIGH SCHOOL	01	4,806.75
P21-02180	WILD HEALTH INC	St. Francis CARES ACT COVID testing	CONSOLIDATED PROGRAMS	01	67,920.00
P21-02181	3 Heads, Inc.	RECRUITMENT/MARKETING INVOICE	HEALTH PROFESSIONS HIGH SCHOOL	01	5,333.00
P21-02182	OFFICE DEPOT	CHAIR/MAT - THANH NGUYEN	CHILD DEVELOPMENT PROGRAMS	12	270.22
P21-02183	OFFICE DEPOT	ART SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	154.38
P21-02184	OFFICE DEPOT	LAW- CONSUMABLES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,751.95
P21-02185	BOOKS EN MORE	Supplemental Curriculum	NEW TECH	09	2,683.98
P21-02186	BLICK ART MATERIALS LLC	ART SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	3,272.57
P21-02187	ACADEMIC AFFAIRS YOUR GRADUATI ON SUPPLY	STOLES FOR GRADUATING SENIORS	ENGINEERING AND SCIENCES HS	01	4,931.38
P21-02188	DISCOUNT SCHOOL SUPPLY	COVID-INST MTRLS - KELLY XIONG, RM 14	CHILD DEVELOPMENT PROGRAMS	12	349.94
P21-02189	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - DOME CASILLAS, RM B1	CHILD DEVELOPMENT PROGRAMS	12	887.37
P21-02190	PACIFIC OFFICE AUTOMATION	RISO MAINTENANCE AGREEMENT GR1700	ETHEL I. BAKER ELEMENTARY	01	425.00
P21-02191	PACIFIC OFFICE AUTOMATION	RISO BASE RATE CHARGE	JOHN H. STILL - K-8	01	425.00

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Includes Purchase Orders dated 02/15/2021 - 03/14/2021 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P21-02192	PACIFIC OFFICE AUTOMATION	RISO MACHINE	LUTHER BURBANK HIGH SCHOOL	01	3,257.06
P21-02193	THE HOME DEPOT PRO	GARDEN HOSE	WOODBINE ELEMENTARY SCHOOL	01	59.04
P21-02194	CITY OF SACRAMENTO REVENUE DIVISION	FIRE SAFETY INSP. @ CAJ SKILLS FIRST 5 P/GROUP	CHILD DEVELOPMENT PROGRAMS	12	369.00
P21-02195	OXFORD LEARNING SOLUTIONS LTD	READING PROGRAM	NICHOLAS ELEMENTARY SCHOOL	01	1,165.00
P21-02196	SCUSD - US BANK CAL CARD	SIG - PLASTIC BINS FOR STUDENT MATERIALS	H.W. HARKNESS ELEMENTARY	01	1,996.76
P21-02197	GBC GENERAL BINDING CORP	THERNAL ROLL LAMINATOR 27" MAXIMUM WIDTH	JOHN H. STILL - K-8	01	1,823.41
P21-02198	AMAZON CAPITAL SERVICES	SIG - PLASTIC BINS FOR STUDENT MATERIALS	H.W. HARKNESS ELEMENTARY	01	228.89
P21-02199	AMAZON CAPITAL SERVICES	LOW INCIDENCE ASSITIVE	SPECIAL EDUCATION DEPARTMENT	01	31.53
P21-02200	AMAZON CAPITAL SERVICES	COVID-INST MTRLS - KELLY XIONG, RM 14	CHILD DEVELOPMENT PROGRAMS	12	148.90
P21-02201	AMAZON CAPITAL SERVICES	AMAZON-PLASTIC BAGS-CD SERNA CENTER-NOEL ESTACIO	CHILD DEVELOPMENT PROGRAMS	12	2,799.00
P21-02202	AMAZON CAPITAL SERVICES	VIERRA TEACHER SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	221.80
P21-02203	AMAZON CAPITAL SERVICES	LOW INCIDENCE VI	SPECIAL EDUCATION DEPARTMENT	01	1,244.10
P21-02204	TROXELL COMMUNICATIONS INC	Epson Projectors/Surge Protectors -Hybrid CRoom	INFORMATION SERVICES	01	121,419.38
P21-02205	DISCOUNT SCHOOL SUPPLY	COVID-INST MTRLS - DIANA FRANCO, RM 1	CHILD DEVELOPMENT PROGRAMS	12	435.40
P21-02206	LAKESHORE LEARNING MATERIALS	COVID-INST MTRLS - VEL BUCKINGHAM, RM K	CHILD DEVELOPMENT PROGRAMS	12	1,638.25
Total Number of POs			441	Total	8,868,092.13

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	356	7,143,541.02
09	Charter School	24	76,593.73
11	Adult Education	7	54,411.91
12	Child Development	25	43,125.98
13	Cafeteria	17	110,939.04
21	Building Fund	12	1,425,780.45
25	Developer Fees	1	13,700.00
		Total	8,868,092.13

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Includes Purchase Orders dated 02/15/2021 - 03/14/2021 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B21-00015	5,035,000.00	67-5800	Self Insurance/Other Contractual Expenses	35,000.00
B21-00019	.00	11-4320	Adult Education/Non-Instructional Materials/Su	250.00-
B21-00021	.00	11-4310	Adult Education/Instructional Materials/Suppli	500.00-
B21-00022	763.12	11-4310	Adult Education/Instructional Materials/Suppli	540.00
B21-00023	.00	11-5690	Adult Education/Other Contracts, Rents, Leases	624.00-
B21-00024	.00	11-4310	Adult Education/Instructional Materials/Suppli	2,000.00-
B21-00027	30.00	11-4320	Adult Education/Non-Instructional Materials/Su	255.13-
		11-5800	Adult Education/Other Contractual Expenses	139.87-
			Total PO B21-00027	395.00-
B21-00063	4,750.00	01-5690	General Fund/Other Contracts, Rents, Leases	250.00
B21-00073	6,500.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B21-00075	13,000.00	01-4320	General Fund/Non-Instructional Materials/Su	10,000.00
B21-00080	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	360.23
B21-00091	266,282.40	13-4710	Cafeteria/Food	48,000.00
B21-00093	280,609.55	13-4710	Cafeteria/Food	95,000.00
B21-00123	7,500.00	13-5800	Cafeteria/Other Contractual Expenses	5,000.00
B21-00130	304,313.04	13-4710	Cafeteria/Food	55,771.20
B21-00144	5,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B21-00151	7,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B21-00152	1,500.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B21-00155	8,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B21-00157	14,500.00	01-4320	General Fund/Non-Instructional Materials/Su	12,000.00
B21-00158	7,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00
B21-00186	5,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00
B21-00194	9,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,500.00
B21-00211	9,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B21-00214	4,500.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00
B21-00215	11,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00
B21-00219	13,799.57	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B21-00243	3,000.00	11-4310	Adult Education/Instructional Materials/Suppli	5,000.00-
B21-00247	12,000.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	2,000.00
B21-00254	50,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	44,619.36
B21-00258	35,500.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	33,000.00
B21-00278	500.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	300.00
B21-00311	4,001.75	11-4310	Adult Education/Instructional Materials/Suppli	10,998.25-
B21-00336	10,500.00	01-4320	General Fund/Non-Instructional Materials/Su	7,500.00
B21-00362	8,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	3,000.00
B21-00365	34,000.00	01-4320	General Fund/Non-Instructional Materials/Su	10,000.00
B21-00366	2,500.00	01-5540	General Fund/Waste Removal	1,827.10

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Includes Purchase Orders dated 02/15/2021 - 03/14/2021 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B21-00369	9,342.00	01-4320	General Fund/Non-Instructional Materials/Su	1,887.10
B21-00417	20,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B21-00418	24,000.00	01-4320	General Fund/Non-Instructional Materials/Su	12,000.00
B21-00425	8,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00
B21-00428	42,700.00	01-4320	General Fund/Non-Instructional Materials/Su	20,000.00
B21-00436	25,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.00
B21-00442	18,000.00	01-4320	General Fund/Non-Instructional Materials/Su	8,000.00
B21-00455	5,500.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B21-00457	130,000.00	01-5690	General Fund/Other Contracts, Rents, Leases	65,000.00
B21-00480	53,000.00	01-4333	General Fund/Tires	18,000.00
B21-00485	209,282.50	13-4710	Cafeteria/Food	110,712.50
B21-00545	418.74	01-5800	General Fund/Other Contractual Expenses	54.63
B21-00558	1,750.00	13-5800	Cafeteria/Other Contractual Expenses	1,500.00
B21-00593	20,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B21-00609	11,334.40	13-4710	Cafeteria/Food	323.60
B21-00628	2,038,000.00	01-5450	General Fund/All Other Insurance	138,000.00
B21-00662	230.00	25-6230	Developer Fees/Blueprint Duplicating	100.00
CHB21-00086	.00	01-4310	General Fund/Instructional Materials/Suppli	7,000.00-
CHB21-00092	8,500.00	01-4310	General Fund/Instructional Materials/Suppli	3,500.00
CHB21-00118	7,000.00	01-4310	General Fund/Instructional Materials/Suppli	3,000.00
CHB21-00170	9,630.00	01-4310	General Fund/Instructional Materials/Suppli	3,630.00
CHB21-00173	11,000.00	01-4310	General Fund/Instructional Materials/Suppli	4,000.00
CHB21-00189	4,400.00	01-4310	General Fund/Instructional Materials/Suppli	3,600.00-
CHB21-00209	16,400.00	01-4310	General Fund/Instructional Materials/Suppli	4,400.00
CHB21-00220	20,148.33	01-4310	General Fund/Instructional Materials/Suppli	4,500.73
CHB21-00345	26,837.95	01-4310	General Fund/Instructional Materials/Suppli	.00
CHB21-00346	200.00	01-5911	General Fund/Postage	200.00-
CHB21-00347	300.00	01-5911	General Fund/Postage	200.00
CS21-00051	76,100.04	01-5100	General Fund/Subagreements for Services abo	2,100.00
CS21-00121	623,873.56	01-5100	General Fund/Subagreements for Services abo	57,266.32
CS21-00122	694,475.63	01-5100	General Fund/Subagreements for Services abo	88,916.26
CS21-00133	5,528,496.53	01-5100	General Fund/Subagreements for Services abo	241,434.34
CS21-00177	87,000.00	01-5100	General Fund/Subagreements for Services abo	16,000.00-
CS21-00222	4,000.00	01-5800	General Fund/Other Contractual Expenses	3,000.00
CS21-00226	66,520.00	01-5800	General Fund/Other Contractual Expenses	45,520.00
N21-00006	50,000.00	01-5100	General Fund/Subagreements for Services abo	50,000.00-
N21-00010	570,000.00	01-5100	General Fund/Subagreements for Services abo	80,000.00-
N21-00012	1,350,000.00	01-5100	General Fund/Subagreements for Services abo	150,000.00
N21-00013	185,000.00	01-5100	General Fund/Subagreements for Services abo	45,000.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 21 of 22

Includes Purchase Orders dated 02/15/2021 - 03/14/2021 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
N21-00014	190,000.00	01-5100	General Fund/Subagreements for Services abo	30,000.00
N21-00015	200,000.00	01-5100	General Fund/Subagreements for Services abo	800,000.00-
N21-00034	687,400.00	01-5100	General Fund/Subagreements for Services abo	500,000.00
N21-00038	320,000.00	01-5100	General Fund/Subagreements for Services abo	30,000.00-
N21-00047	770,000.00	01-5100	General Fund/Subagreements for Services abo	70,000.00
N21-00052	1,685,000.00	01-5100	General Fund/Subagreements for Services abo	85,000.00
P20-02732	22,227.83	01-4310	General Fund/Instructional Materials/Suppli	638.69
P21-00188	155.30	01-4310	General Fund/Instructional Materials/Suppli	24.48-
		01-4410	General Fund/Equipment \$500 - \$4,999	56.86-
			Total PO P21-00188	81.34-
P21-00611	143,581.29	01-5800	General Fund/Other Contractual Expenses	69,485.61
P21-01447	147,800.00	01-5800	General Fund/Other Contractual Expenses	8,000.00
P21-01579	29,716.00	01-5800	General Fund/Other Contractual Expenses	17,136.00
P21-01719	510.95	01-4310	General Fund/Instructional Materials/Suppli	76.21-
P21-01748	2,074.59	01-4320	General Fund/Non-Instructional Materials/Su	155.97-
		01-4410	General Fund/Equipment \$500 - \$4,999	50.11-
			Total PO P21-01748	206.08-
			Total PO Changes	1,226,542.79

Information is further limited to: (Minimum Amount = (999,999.99))

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.2

Meeting Date: April 22, 2021

Subject: Head Start Reports

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

Division: Academic Office / Child Development

Recommendation: None

Background/Rationale: The Office of Head Start, under the auspices of the U.S. Department of Health and Human Services/Administration for Children and Families, mandates that all Head Start governing entities receive specified reports related to the operational and fiduciary status of the program. These reports must include information and/or a status update in the followings areas: budget, credit card usage, USDA meals/snacks, enrollment, and program updates or summaries, if applicable. Attached, are essential monthly reports for Board members' review.

Financial Considerations: N/A

LCAP Goal(s): College and Career Ready; Family and Community Engagement

Documents Attached:

1. Head Start Monthly Report Summary
2. Child Development Fiscal Report February 2021 – HS Basic & T/TA

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Jacquie Bonini, Director, Child Development, Christine Baeta, Chief Academic Officer</p> <p>Approved by: Jorge A. Aguilar, Superintendent</p>
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**Attachment 1
Head Start
March Report Summary**

Enrollment Report

March 2021 52%

Disabilities Report

March 2021 39

SETA MONTHLY FISCAL REPORT
 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5210

Month: February 1 - February 28, 2021

Agreement No.: 21C5551S0

Delegate: SCUSD - Child Development Department

Program: PA 22 HS BASIC R5210

Remit to address General Accounting Department - 802A

PA 20 BASIC T/TA


5735 47th Avenue

PA 25 EHS

SACRAMENTO, CA 95824

PA 26 EHS T/TA

OTHER

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance
	Current Period & Adjustments	Cumulative To Date		
I. Personnel	14,857.65	104,695.04	209,283.00	104,587.96
Fringe Benefits	8,049.77	54,989.12	116,057.00	61,067.88
Travel	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00
A Supplies	0.00	(0.91)	5,740.00	5,740.91
D Contractual	0.00	0.00	0.00	0.00
M Construction	0.00	0.00	0.00	0.00
I Other	0.00	46.21	2,357.00	2,310.79
N Indirect Costs 3.79%	19,522.96	120,226.55	224,694.00	104,467.45
I. TOTAL ADMINISTRATION	\$42,430.38	\$279,956.01	\$558,131.00	\$278,174.99
Non-Federal Administration				
Total Fed. And Non-Fed. Administration	\$42,430.38	\$279,956.01	\$558,131.00	\$278,174.99
II. Personnel	289,055.15	1,750,814.95	3,073,800.00	1,322,985.05
Fringe Benefits	202,424.11	1,258,681.29	2,312,301.00	1,053,619.71
P Travel	0.00	0.00	0.00	0.00
R Equipment	0.00	0.00	0.00	0.00
O Supplies	28.38	20.18	90,834.00	90,813.82
G Contractual	0.00	0.00	0.00	0.00
R Construction	0.00	0.00	0.00	0.00
A Other	702.67	2,958.83	118,210.00	115,251.17
M				
II. TOTAL PROGRAM	\$492,210.31	\$3,012,475.25	\$5,595,145.00	2,582,669.75
NON-FEDERAL PROGRAM Basic & T/TA \$1,538,319+7,800 Feb	\$213,761.43	\$1,303,746.32	\$1,546,120.00	242,373.68
TOTAL SETA COSTS (I + II)	\$534,640.69	\$3,292,431.26	\$6,153,276.00	2,860,844.74
Rose Ramos 	3/5/2021	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone	

SETA MONTHLY FISCAL REPORT
 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815
R5212

Month: February 1 - February 28, 2021

Delegate: SCUSD - Child Development Department

Remit to address General Accounting Department - 802A

5735 47th Avenue

SACRAMENTO, CA 95824

Agreement No.: 21C5551S0


Program: PA 22 HS BASIC

PA 20 BASIC T/TA R5212

PA 25 EHS

PA 26 EHS T/TA

OTHER

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance
	Current Period & Adjustments	Cumulative To Date		
I.	Personnel			0.00
	Fringe Benefits			0.00
	Travel			0.00
	Equipment			0.00
A	Supplies			0.00
D	Contractual			0.00
M	Construction			0.00
I	Other			0.00
N	Indirect 3.79%	18.95	598.17	540.83
	I. TOTAL ADMINISTRATION	\$18.95	\$598.17	\$540.83
	Non-Federal Administration			
	Total Fed. And Non-Fed. Administration	\$18.95	\$598.17	\$540.83
II.	Personnel	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00
P	Travel	0.00	1,598.00	0.00
R	Equipment	0.00	0.00	0.00
O	Supplies	0.00	0.00	0.00
G	Contractual	0.00	0.00	0.00
R	Construction	0.00	0.00	0.00
A	Other	500.00	14,185.00	14,278.00
M				0.00
	II. TOTAL PROGRAM	\$500.00	\$15,783.00	14,278.00
	NON-FEDERAL PROGRAM Reported on Basic			
		\$0.00	\$0.00	0.00
	TOTAL SETA COSTS (I + II)	\$518.95	\$16,381.17	14,818.83
Rose Ramos 		3/5/2021	Shelagh Ferguson	916.643.7878
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone

SETA MONTHLY FISCAL REPORT
 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5244

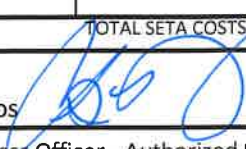
Month: February 1 - February 28, 2021

Delegate: SCUSD - Child Development Department

Remit to address General Accounting Department - 802A
5735 47th Avenue
SACRAMENTO, CA 95824

Agreement No.: 21C5551S0

Program: PA 22 HS BASIC
 PA 20 BASIC T/TA
 PA 25 EHS
 PA 26 EHS T/TA
 OTHER HS Covid-19 Supp. R5244

Cost Item	Actual Expenses		* Current Budget	Unexpended Balance
	Current Period & Adjustments	Cumulative To Date		
I. Personnel				0.00
Fringe Benefits				0.00
Travel				0.00
Equipment				0.00
A Supplies				0.00
D Contractual				0.00
M Construction				0.00
I Other				0.00
N Indirect 3.79%	16.09	2,055.80	23,619.00	21,563.20
I. TOTAL ADMINISTRATION	\$16.09	\$2,055.80	\$23,619.00	\$21,563.20
Non-Federal Administration				
Total Fed. And Non-Fed. Administration	\$16.09	\$2,055.80	\$23,619.00	\$21,563.20
II. Personnel	0.00	0.00	208,627.00	208,627.00
Fringe Benefits	0.00	0.00	87,918.00	87,918.00
P Travel	0.00	0.00	0.00	0.00
R Equipment	0.00	0.00	0.00	0.00
O Supplies	424.45	54,242.54	299,188.00	244,945.46
G Contractual	0.00	0.00	0.00	0.00
R Construction	0.00	0.00	0.00	0.00
A Other	0.00	0.00	27,450.00	27,450.00
M				0.00
II. TOTAL PROGRAM	\$424.45	\$54,242.54	\$623,183.00	568,940.46
NON-FEDERAL PROGRAM Reported on Basic	\$0.00	\$0.00	\$0.00	0.00
TOTAL SETA COSTS (I + II)	\$440.54	\$56,298.34	\$646,802.00	590,503.66
Rose Ramos 	3/5/2021	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone	