



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

Jessie Ryan, President (Trustee Area 7)
Christina Pritchett, Vice President (Trustee Area 3)
Michael Minnick, 2nd Vice President (Trustee Area 4)
Lisa Murawski (Trustee Area 1)
Leticia Garcia (Trustee Area 2)
Mai Vang (Trustee Area 5)
Darrel Woo (Trustee Area 6)

Thursday, July 16, 2020
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)

AGENDA

AMENDED

2020/21-1

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 will only be submitted in writing, identifying the matter number and the name of the public member through <https://tinyurl.com/SCUSDComentJuly16> or e-mailed to publiccomment@scusd.edu. The submission deadline for closed session items shall be no later than noon, July 16. The submission deadline for all open session items shall be no later than noon, July 16. Individual written public comment shall be no more than two minutes in length on each agenda or nonagenda item. 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 topic and the number of written 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) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)
 - b) 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 TCS, SCTA 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

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

6:10 p.m. **6.0 AGENDA ADOPTION**

7.0 SPECIAL PRESENTATION

6:15 p.m. 7.1 Approve Resolution No. 3157: Reimagine School Safety and Work to Dismantle Structural Racism (President Jessie Ryan) **Action**
10 minute presentation
(Roll Call Vote)

6:25 p.m. 7.2 Opening of Schools Preparation Update (Various Departments) **Information**
60 minute presentation
60 minute discussion

8:25 p.m. **8.0 PUBLIC COMMENT** 30 minutes

All public comments will be submitted only in writing through <https://tinyurl.com/SCUSDComentJuly16> or e-mailed to publiccomment@scusd.edu if submitted by the deadline of Thursday, July 16 by noon. Individual written public comment shall state the name of the member of the public and shall be no more than two minutes in length on each agenda or nonagenda item. The Board shall limit the total time for public comment on each agenda item 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 topic and the number of written public comments. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

8:55 p.m. 9.1 2020-2021 Budget Update (Rose Ramos) **Information**
20 minute presentation
20 minute discussion

9:35 p.m. 9.2 Consider Resolution No. 3158: Material Revision for Aspire
Capitol Heights Academy (Jesse Ramos) **Action**
10 minute presentation
10 minute discussion
(Roll Call Vote)

9:55 p.m. **10.0 CONSENT AGENDA** 2 minutes
Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.
(Roll Call Vote)

10.1 Items Subject or Not Subject to Closed Session:

10.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Rose Ramos)

9:57 p.m. **11.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ August 6, 2020, 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ August 20, 2020, 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

9:59 p.m. **12.0 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 7.1

Meeting Date: July 16, 2020

Subject: Approve Resolution No. 3157: Resolution to Reimagine School Safety and Work to Dismantle Structural Racism in Sacramento City Unified Schools

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

Division: Board Office

Recommendation: Approve Resolution No. 3157: Resolution to Reimagine School Safety and Work to Dismantle Structural Racism in Sacramento City Unified Schools.

Background/Rationale: Sacramento City Unified School District (SCUSD) plays an integral role in shaping the lives of our youth, and thus our future community. As such, SCUSD has an obligation to promote the healthy development of each one of its students, which includes safeguarding them from the impact of systemic racism and violence to the greatest extent possible while they are at school. This resolution calls for action steps to be taken to address the root causes of systemic racism in our schools.

Financial Considerations: N/A

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

Documents Attached:

1. Resolution No. 3157

Estimated Time of Presentation: 10 minutes

Submitted by: Jessie Ryan, Board President, Trustee Area 7

Approved by: Jorge A. Aguilar, Superintendent

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

RESOLUTION NO. 3157

**RESOLUTION TO REIMAGINE SCHOOL SAFETY AND WORK TO DISMANTLE
STRUCTURAL RACISM IN SACRAMENTO CITY UNIFIED SCHOOLS**

WHEREAS, in order to achieve our Equity & Access Guiding Principle, it is imperative that we understand and upend systemic racism in our system;

WHEREAS, any efforts to actualize equity, access, and social justice must be rooted in the belief in justice for all, and that the fight for fairness, justice and dignity must encompass everyone—regardless of race, religion, gender, language, national origin, sexual orientation or ability;

WHEREAS, Sacramento City Unified School District, plays an integral role in shaping the lives of our youth, and thus our future community;

WHEREAS, the Sacramento City Unified School District (SCUSD) has an obligation to promote the healthy development of each one of its students, which includes safeguarding them from the impact of systemic racism and violence to the greatest extent possible while they are at school;

WHEREAS, the perpetuation of the school-to-prison pipeline is incompatible with our goal of creating safe, healthy, and equitable schools for all SCUSD students;

WHEREAS, *The Capitol of Suspensions: Examining the Racial Exclusion of Black Males in Sacramento County*, revealed the SCUSD has suspended more black boys than any other district in the state;

WHEREAS, more young people are disciplined or referred to law enforcement in their schools each year with suspensions and expulsions, harsh discipline, and even arrests, in lieu of counseling, restorative practices, and improvements to classrooms and school structures, leading to a ‘school-to-prison pipeline’;

WHEREAS, without data transparency and accountability, it is impossible for the Sacramento City Unified School Board and Administration to monitor school safety policy and practice;

WHEREAS, the District has a long record of disproportionately suspending, expelling, involuntarily transferring and arresting Black, Brown, and Special Education students, thereby involving them in the criminal justice system while students lose important time from the classroom;

WHEREAS, harsh student discipline continues to be utilized for minor offenses where alternatives exist, inflicting trauma;

WHEREAS, SCUSD took decisive action to remove all School Resource Officers from school sites last year and support legislation to ban harmful willful defiance suspensions;

WHEREAS, the budget adopted on June 25, 2020, ceased funding of the previous contract with the Sacramento Police Department; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified Board of Education demands the following actions to address the root causes of systemic racism, no later than December 2020:

1. Convene an ad-hoc community-majority Task Force to develop a common definition for “school safety” and reimagine school safety and anti-racist school discipline, no later than September, 2020, to address the following and provide recommendations to the Board by December, 2020:
2. The Task Force shall be composed of key stakeholders including (but not limited to) a representative from the LCAP PAC, CAC, AATF, DELAC, SAC, UPE, SCTA, SEIU, TCS, Teamsters, District Staff, and up to three members from the community at large:
3. Evaluate the effectiveness of current school discipline practices and make recommendations to require anti-racist response to student behaviors; and
4. Recommend strategies for enhancing school safety and student well-being through repurposing \$600,000 safety budget toward additional social/emotional supports, restorative practices, and other interventions to the health and safety of our students and campus community.

FURTHER BE IT RESOLVED that in lieu of referrals to law enforcement, disciplinary actions should be based on restorative principles except in instances where calling the police is required by state law.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 16th day of July, 2020, by the following vote:

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

ATTESTED TO:

Jorge A. Aguilar
Superintendent

Jessie Ryan
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.2

Meeting Date: July 16, 2020

Subject: Opening of Schools Preparation Update

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

Division: Continuous Improvement and Accountability Office

Recommendation: N/A

Background/Rationale: With the September 3, 2020 start of the school year approaching, staff will provide an overview of the work underway to secure an effective start to the school year. The emphasis of this presentation will be around the health and safety considerations for a productive start to the school year.

Financial Considerations: None

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

Documents Attached:

None

Estimated Time of Presentation: 60 minutes

Submitted by: Vincent Harris, Chief Continuous Improvement and Accountability Officer

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1

Meeting Date: July 16, 2020

Subject: 2020-2021 Budget Update

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

Division: Business Services

Recommendation: Receive key information on the State enacted budget for fiscal year 2020-2021 and the potential impact on the District's budget.

Background/Rationale: Key items included in the 2020-2021 State enacted budget that differed from May Revise include LCFF funding, additional deferrals and Federal funds which will impact the District's budget and cash flow.

Financial Considerations: Identify projected impact to District's budget based on key items in the State enacted budget for 2020-2021.

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

Documents Attached:

1. Executive Summary
2. Cash Flow
3. Attachment A

Estimated Time: 20 minutes

Submitted by: Rose Ramos, Chief Business Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Business Services

2020-2021 Budget Update

July 16, 2020

I. OVERVIEW/HISTORY:

The District adopted the fiscal year 2020-2021 Budget for All Funds at the June 25, 2020 Board Meeting. The adopted 2020-2021 budget was based on the Governor's May Budget Revision that was released on May 14, 2020. While the Governor's May Budget Revision is a very significant event in the process, the final impact to the District is typically known once the State budget is signed. School districts have 45 days after the final State budget is signed to amend and resubmit their budget. Additionally, due to two pending items, July tax receipts and possible additional Federal funds, a revision to the 2020-21 State enacted budget is expected which will impact district budgets. The District expects to revise and resubmit the 2020-21 budget by the required time lines and will continue to provide budget updates as information becomes available.

Governor Newsom signed the 2020-21 State Budget on June 29, 2020 with a few key items that differed from the May Revise:

- Elimination of 2.3% COLA and -10% deficit factor for LCFF funds
- Additional cash deferrals
- Additional Federal funds (Governor's Emergency Education Relief (GEER) and Coronavirus Relief Fund (CRF) also known as the Learning Loss Mitigation)

II. Driving Governance:

- Per the Governor's Executive Order N-56-20, the deadline for approval of the Local Control and Accountability Plan (LCAP) for 2020-21 has been extended until December 15, 2020. N-56-20 also waived the requirement that an LCAP be approved prior to budget adoption on or before July 1, 2020.
- Education Code section 42127 requires the Governing Board of each school district to adopt a budget on or before July 1st and the proposed expenditures for the Education Protection Account. The budget to be adopted shall be prepared in accordance with Education Code section 42126. The adopted budget shall be submitted to the County Office of Education. The County Office of Education will determine if the district will be able to meet its financial obligations during the fiscal year and ensure a financial plan that will enable the district to satisfy its multi-year financial commitments.
- Education Code Section 42127(h) states that "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act." Since the Governor signed the budget on June 29th, the 45 day deadline is August 13, 2020.

Board of Education Executive Summary

Business Services

2020-2021 Budget Update

July 16, 2020



III. Budget:

0% COLA for LCFF Funds

The LCFF revenue calculation in the adopted budget was based on a 2.3% COLA and a -10% deficit factor. The enacted state budget eliminated both the COLA and the deficit, leaving LCFF base funding rates flat. The increases to LCFF revenue for the current and two subsequent years is calculated below:

Projected LCFF Funding Comparing May Revise to 2020-2021 State Enacted Budget			
LCFF COLA	2020-2021	2021-22	2022-23
May Revise (District Adopted Budget) -10% COLA	379,071,064	378,590,692	376,294,525
2020-21 State Enacted Budget 0% COLA	411,831,038	411,322,442	408,828,646
Projected Increase in LCFF Revenue	32,759,974	32,731,750	32,534,121

Additional Cash Deferrals

The State budget increased the cash deferrals by approximately \$12 billion but did not maintain the -10% COLA deficit factor for LCFF funding. The months subject to the cash deferrals include February through June for both fiscal years 2020-2021 and 2021-2022. For the District this represents approximately \$40 million in additional cash deferrals each year. The net impact of revenue increases and deferral changes decreases the District's projected cash balance at 6/30/21 by \$26M for a projected ending cash balance of -\$111M. The charts below provide the months and dollars amounts subject to the deferrals in 2020-2021 and 2021-2022.

Cash Deferrals	20-21	21-22	22-23
February 50% deferred to November (new deferral)	\$ 13,500,000	\$ 13,300,000	
March 100% deferred to October (new deferral)	\$ 27,000,000	\$ 26,500,000	
April 100% deferred to September	\$ 27,000,000	\$ 26,500,000	
May 100% deferred to August	\$ 27,000,000	\$ 26,500,000	
June 100% deferred to July	\$ 27,000,000	\$ 26,500,000	
Total Deferrals	\$ 121,500,000	\$ 119,300,000	\$ -

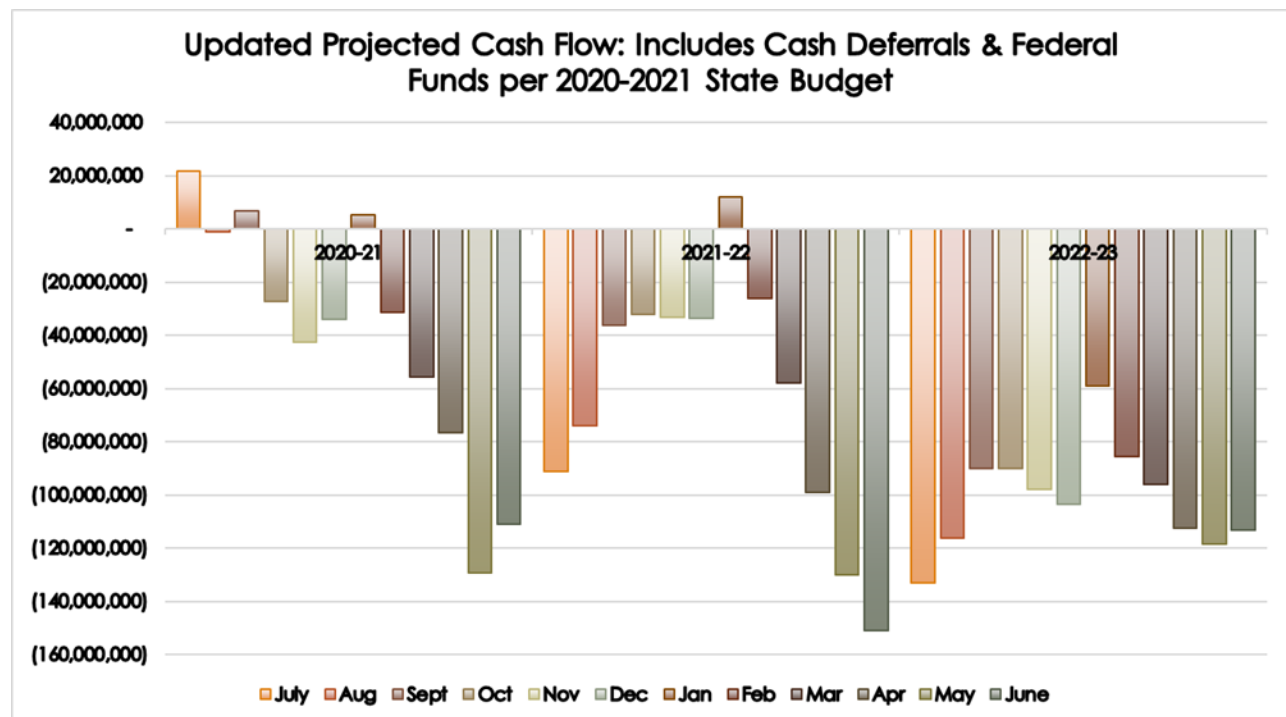
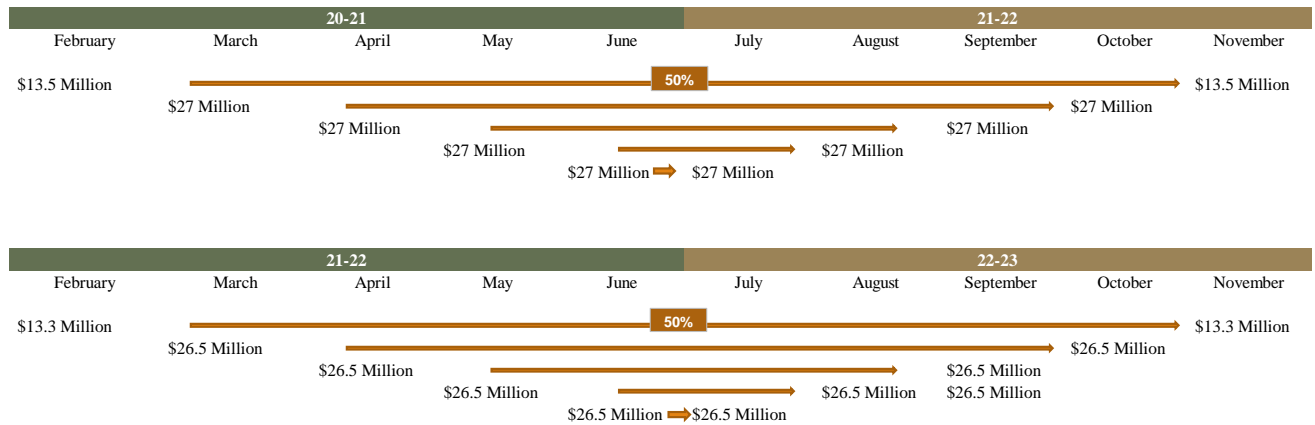
Board of Education Executive Summary

Business Services

2020-2021 Budget Update

July 16, 2020

Projected Cash Deferrals



The State will reduce the deferrals (starting with the earliest deferrals) if additional Federal funds are received by October 15, 2020.

Board of Education Executive Summary

Business Services

2020-2021 Budget Update

July 16, 2020



Federal Funds

The District has been awarded Federal funds to assist with COVID-19 related expenditures and these include Elementary and Secondary School Emergency Relief (ESSER) and Governor’s Emergency Education Relief (GEER) and Coronavirus Relief Fund (CRF). The table below provides additional information on these two funding sources.

Title	Amount	Allowable Uses	Time Constraints
Elementary and Secondary School Emergency Relief (ESSER)	1X \$15.8M Based on a proportionate share of 2019 Title 1 Part A Funds <i>Funds received after expenditures are incurred.</i>	<ul style="list-style-type: none"> • COVID-19 response activities • Any other purpose supported by federal elementary and secondary education laws (see attachment A for additional information)	Expenses incurred on or after March 13, 2020 through September 30, 2022
New Item Governor’s Emergency Education Relief (GEER) and Coronavirus Relief Fund (CRF) AKA Learning Loss Mitigation Funds	1X \$39.8M based on: 1. 2019 Fall Count Special Ed Students 2. Proportionate share of 2019-20 Supplemental & Concentration 3. Proportionate share of 2019-20 LCFF <i>Funds received after expenditures are incurred.</i>	Four general categories: 1. Student Learning Supports 2. General Measures that extend instructional time for students 3. Additional core academic support for students who need it 4. Integrated services that support teaching and learning (student & staff tech needs, mental health services, staff PD, & student nutrition)	Expenses incurred on or after March 1, 2020 through December 31, 2020

Board of Education Executive Summary

Business Services

2020-2021 Budget Update

July 16, 2020



IV. Goals, Objectives and Measures:

Continue to provide information to the Board and the public on a monthly basis including required reporting periods such as First, Second and Third Interim reports. Develop significantly improved budget development process to comply with Local Control Accountability Plan (LCAP).

V. Major Initiatives:

- Continued analysis of information from the State and its impact on District finances.

VI. Results:

Budget development for 2020-2021 has followed the timeline approved by the Board. The District expects to revise and resubmit the 2020-21 budget by the required time lines and will continue to provide budget updates as information becomes available.

VII. Lessons Learned/Next Steps:

- Continue to monitor the State budget and its impact on District finances.
- Continue to obtain stakeholders' input, follow the LCAP process and meet with bargaining units to seek cost reductions and long-term budget savings.

2020-21 FEBRUARY (50%), APRIL, MAY, & JUNE (100%) DEFERRALS STATE AID & SE	Object	Beginning Balance	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
A. BEGINNING CASH	9110		\$ 30,205,953.65	\$ 21,686,999.58	\$ (1,177,222.25)	\$ 6,787,500.26	\$ (27,198,512.67)	\$ (42,624,968.06)	\$ (34,142,693.48)	\$ 5,178,926.42
B. RECEIPTS										
LCF Revenue Sources										
Principal Apportionment	8010-8019		\$ 13,493,684.10	\$ 13,493,684.10	\$ 36,487,181.63	\$ 24,288,631.38	\$ 24,288,631.38	\$ 36,487,181.63	\$ 24,288,631.38	\$ 12,144,315.69
Property Taxes	8020-8079		\$ -	\$ -	\$ -	\$ -	\$ 1,061,057.29	\$ -	\$ 61,541,322.82	\$ -
Miscellaneous Funds	8080-8099		\$ -	\$ -	\$ -	\$ (4,012,197.94)	\$ -	\$ -	\$ (1,941,386.10)	\$ -
Federal Revenues	8100-8299		\$ 7,190.04	\$ 49,975.09	\$ 4,010,577.68	\$ 425,963.02	\$ 23,367.61	\$ 20,712,947.20	\$ 105,165.12	\$ 215,048.21
Other State Revenues	8300-8599		\$ 1,981,663.63	\$ 1,158,378.03	\$ 4,573,486.86	\$ 2,071,717.30	\$ 8,937,146.24	\$ 3,722,372.20	\$ 2,210,422.79	\$ 1,321,602.58
Other Local Revenues	8600-8799		\$ 1,168,221.74	\$ 73,573.19	\$ 72,864.25	\$ 340,263.45	\$ 340,012.32	\$ 72,414.45	\$ 447,297.99	\$ 377,867.35
Interfund Transfers In	8910-8929		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,557,242.58	\$ -
All Other Financing Sources	8930-8979		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects										
TOTAL RECEIPTS			\$ 16,650,759.51	\$ 14,775,610.41	\$ 45,144,110.42	\$ 23,114,377.21	\$ 34,650,214.84	\$ 60,994,915.48	\$ 88,208,696.58	\$ 14,058,833.83
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		\$ 1,957,522.82	\$ 4,528,635.84	\$ 20,100,615.83	\$ 20,733,995.07	\$ 21,553,688.28	\$ 21,048,016.73	\$ 21,005,593.31	\$ 21,574,897.36
Classified Salaries	2000-2999		\$ 2,639,348.12	\$ 3,993,979.77	\$ 5,135,695.38	\$ 5,326,762.08	\$ 5,544,110.96	\$ 5,394,816.29	\$ 5,294,249.88	\$ 5,190,863.99
Employee Benefits	3000-3999		\$ 2,663,526.65	\$ 4,042,447.34	\$ 15,412,044.55	\$ 15,360,239.99	\$ 15,401,703.26	\$ 16,229,229.72	\$ 15,556,292.32	\$ 16,543,013.21
Books and Supplies	4000-4999		\$ 475,493.39	\$ 2,822,431.42	\$ 1,965,693.48	\$ 1,569,181.33	\$ 1,605,797.64	\$ 1,276,093.29	\$ 1,300,332.08	\$ 1,196,800.58
COVID Expenses	4000-5999		\$ 4,940,555.79	\$ 984,541.29	\$ 984,541.29	\$ 984,541.29	\$ 984,541.29	\$ 984,541.29	\$ 984,541.29	\$ 984,541.29
Learning Loss Mitigation Expenses	4000-5999		\$ 6,631,517.67	\$ 6,631,517.67	\$ 6,631,517.67	\$ 6,631,517.67	\$ 6,631,517.67	\$ 6,631,517.67	\$ -	\$ -
Services	5000-5999		\$ 861,910.21	\$ 2,880,171.62	\$ 4,592,495.63	\$ 7,893,141.21	\$ 6,062,398.84	\$ 7,441,099.09	\$ 5,773,338.34	\$ 7,299,555.19
Capital Outlay	6000-6599		\$ 5,293.68	\$ 317,496.62	\$ 170,921.66	\$ 245,346.09	\$ 135,307.24	\$ 36,419.84	\$ 56,107.29	\$ 51,929.58
Other Outgo	7000-7499		\$ 26,593.85	\$ (636,213.66)	\$ (33,840.38)	\$ 198,447.98	\$ (181.58)	\$ 21,416.42	\$ (340,656.97)	\$ (693,625.18)
Interfund Transfers Out	7600-7629		\$ 23,630.55	\$ 22,193.45	\$ 1,335.42	\$ 27,662.41	\$ 1,168.81	\$ 64,786.70	\$ 107,247.19	\$ 60,081.75
All Other Financing Uses	7630-7699		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DISBURSEMENTS			\$ 20,225,392.73	\$ 25,587,201.36	\$ 54,961,020.53	\$ 58,970,835.12	\$ 57,920,052.41	\$ 59,127,937.04	\$ 49,737,044.73	\$ 52,208,057.77
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199	\$ 117,077.89	\$ 25,928.39	\$ 4,646.96	\$ 6,782.29	\$ 5,107.38	\$ 7,216.99	\$ 7,143.46	\$ 6,096.25	\$ 9,898.08
Accounts Receivable	9200-9299	\$ 86,271,648.28	\$ 25,726,691.92	\$ 992,402.40	\$ 18,186,848.00	\$ 1,865,978.19	\$ 7,837,601.09	\$ 6,644,392.07	\$ 862,303.96	\$ 3,438,133.92
Due From Other Funds	9310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stores	9320	\$ 104,064.03	\$ 44,067.85	\$ 1,440.27	\$ 5,962.51	\$ (2,367.65)	\$ 1,822.80	\$ -	\$ 244.81	\$ -
Prepaid Expenditures	9330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets	9340	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Outflows of Resources	9490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL ASSETS		\$ 86,492,790.20	\$ 25,796,688.16	\$ 998,489.63	\$ 18,199,592.80	\$ 1,868,717.92	\$ 7,846,640.88	\$ 6,651,535.53	\$ 868,645.02	\$ 3,448,032.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	\$ (52,895,478.85)	\$ (30,741,009.01)	\$ (13,051,120.51)	\$ (417,960.19)	\$ 1,727.07	\$ (3,258.70)	\$ (36,239.39)	\$ (18,676.97)	\$ (1,676,426.97)
Due To Other Funds	9610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Loans	9640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unearned Revenues	9650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Inflows of Resources	9690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL LIABILITIES		\$ (52,895,478.85)	\$ (30,741,009.01)	\$ (13,051,120.51)	\$ (417,960.19)	\$ 1,727.07	\$ (3,258.70)	\$ (36,239.39)	\$ (18,676.97)	\$ (1,676,426.97)
Nonoperating										
Suspense Clearing	9910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BALANCE SHEET ITEMS		\$ 33,597,311.35	\$ (4,944,320.85)	\$ (12,052,630.88)	\$ 17,781,632.61	\$ 1,870,444.99	\$ 7,843,382.18	\$ 6,615,296.14	\$ 849,968.05	\$ 1,771,605.03
E. NET INCREASE/DECREASE B - C + D			\$ (8,518,954.07)	\$ (22,864,221.83)	\$ 7,964,722.51	\$ (33,986,012.92)	\$ (15,426,455.39)	\$ 8,482,274.58	\$ 39,321,619.90	\$ (36,377,618.91)
F. ENDING CASH (A + E)			\$ 21,686,999.58	\$ (1,177,222.25)	\$ 6,787,500.26	\$ (27,198,512.67)	\$ (42,624,968.06)	\$ (34,142,693.48)	\$ 5,178,926.42	\$ (31,198,692.49)
G. Ending Cash, Plus Cash Accruals and Adjustments		\$ 63,803,265.00								

2020-21 FEBRUARY (50%), APRIL, MAY, & JUNE (100%) DEFERRALS STATE AID & SE	Object	Mar	Apr	May	June	Accrual	Adjustments	Total	Budget
A. BEGINNING CASH	9110	\$ (31,198,692.49)	\$ (55,741,323.41)	\$ (76,492,322.29)	\$ (129,193,975.69)			\$ -	\$ -
B. RECEIPTS									
LCF Revenue Sources									
Principal Apportionment	8010-8019	\$ 12,198,550.25	\$ -	\$ -	\$ 12,198,550.00	\$ 109,298,841.46	\$ -	\$ 318,667,883.00	\$ 318,667,883.00
Property Taxes	8020-8079	\$ -	\$ 11,671,630.19	\$ -	\$ 31,831,718.70	\$ -	\$ -	\$ 106,105,729.00	\$ 106,105,729.00
Miscellaneous Funds	8080-8099	\$ (804,045.94)	\$ -	\$ (1,294,257.40)	\$ (654,503.56)	\$ (2,459,089.06)	\$ -	\$ (11,165,480.00)	\$ (11,165,480.00)
Federal Revenues	8100-8299	\$ 7,632,820.84	\$ 18,240,321.87	\$ 181,308.97	\$ 27,248,203.63	\$ 38,048,138.07		\$ 116,901,027.35	\$ 116,901,027.35
Other State Revenues	8300-8599	\$ 2,743,377.86	\$ -	\$ 299,483.50	\$ 1,971,613.87	\$ 17,077,761.32	\$ 20,124,028.00	\$ 68,193,054.18	\$ 68,193,054.18
Other Local Revenues	8600-8799	\$ 606,140.65	\$ 735,303.76	\$ 862,708.57	\$ 984,586.87	\$ 1,179,060.81	\$ -	\$ 7,260,315.40	\$ 7,260,315.40
Interfund Transfers In	8910-8929	\$ 923,787.97	\$ -	\$ -	\$ 158,363.65	\$ 0.00	\$ -	\$ 2,639,394.20	\$ 2,639,394.20
All Other Financing Sources	8930-8979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 23,300,631.63	\$ 30,647,255.82	\$ 49,243.64	\$ 73,738,533.16	\$ 163,144,712.60	\$ 20,124,028.00	\$ 608,601,923.13	\$ 608,601,923.13
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	\$ 22,150,431.48	\$ 21,201,321.46	\$ 21,268,105.48	\$ 22,238,865.70	\$ 3,604,825.09		\$ 222,966,514.45	\$ 222,966,514.45
Classified Salaries	2000-2999	\$ 5,408,354.10	\$ 5,419,997.57	\$ 5,811,857.41	\$ 5,637,368.23	\$ 726,282.39		\$ 61,523,686.17	\$ 61,523,686.17
Employee Benefits	3000-3999	\$ 16,881,525.11	\$ 16,919,815.10	\$ 15,726,310.14	\$ 16,086,783.06	\$ 2,158,997.83	\$ 20,124,028.00	\$ 189,105,956.28	\$ 189,105,956.28
Books and Supplies	4000-4999	\$ 1,233,497.95	\$ 1,383,803.97	\$ 2,256,040.92	\$ 4,474,643.64	\$ 8,634,854.31		\$ 30,194,664.00	\$ 30,194,664.00
COVID Expenses	4000-5999	\$ 984,541.29	\$ 984,541.29	\$ 984,541.29	\$ 984,541.29	\$ 0.02	\$ -	\$ 15,770,510.00	\$ 15,770,510.00
Learning Loss Mitigation Expenses	4000-5999	\$ -	\$ -	\$ -	\$ -	\$ (0.01)		\$ 39,789,106.00	\$ 39,789,106.00
Services	5000-5999	\$ 6,485,813.47	\$ 7,619,390.91	\$ 8,032,549.71	\$ 8,842,555.63	\$ 10,346,980.34		\$ 84,131,400.19	\$ 84,131,400.19
Capital Outlay	6000-6599	\$ 90,008.25	\$ 54,661.38	\$ 46,022.46	\$ 88,122.73	\$ 155,421.18		\$ 1,453,058.00	\$ 1,453,058.00
Other Outgo	7000-7499	\$ (18,293.93)	\$ (20,571.87)	\$ (45,305.44)	\$ (112,465.43)	\$ 529,152.19		\$ (1,125,544.00)	\$ (1,125,544.00)
Interfund Transfers Out	7600-7629	\$ 139,092.82	\$ 19,534.43	\$ 47,814.41	\$ 436,127.18	\$ 84,952.09		\$ 1,035,627.21	\$ 1,035,627.21
All Other Financing Uses	7630-7699	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
TOTAL DISBURSEMENTS		\$ 53,354,970.54	\$ 53,582,494.24	\$ 54,127,936.38	\$ 58,676,542.03	\$ 26,241,465.42	\$ 20,124,028.00	\$ 644,844,978.30	\$ 644,844,978.30
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199	\$ 5,035.07	\$ 5,294.09	\$ 20,565.79	\$ 13,363.13	\$ 0.01		\$ 117,077.89	
Accounts Receivable	9200-9299	\$ 7,191,559.34	\$ 3,855,428.92	\$ 3,438,133.84	\$ 4,508,055.86	\$ 1,724,118.77		\$ 86,271,648.28	
Due From Other Funds	9310	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Stores	9320	\$ -	\$ -	\$ -	\$ -	\$ 52,893.44		\$ 104,064.03	
Prepaid Expenditures	9330	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Other Current Assets	9340	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Deferred Outflows of Resources	9490	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Undefined Objects		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
SUBTOTAL ASSETS		\$ 7,196,594.41	\$ 3,860,723.01	\$ 3,458,699.63	\$ 4,521,418.99	\$ 1,777,012.22	\$ -	\$ 86,492,790.20	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	\$ (1,684,886.42)	\$ (1,676,483.47)	\$ (2,081,660.29)	\$ (1,509,483.98)	\$ (0.02)		\$ (52,895,478.85)	
Due To Other Funds	9610	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Current Loans	9640	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Unearned Revenues	9650	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Deferred Inflows of Resources	9690	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Undefined Objects		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL LIABILITIES		\$ (1,684,886.42)	\$ (1,676,483.47)	\$ (2,081,660.29)	\$ (1,509,483.98)	\$ (0.02)	\$ -	\$ (52,895,478.85)	
Nonoperating									
Suspense Clearing	9910	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
TOTAL BALANCE SHEET ITEMS		\$ 5,511,707.99	\$ 2,184,239.54	\$ 1,377,039.34	\$ 3,011,935.01	\$ 1,777,012.20	\$ -	\$ 33,597,311.35	\$ -
E. NET INCREASE/DECREASE B - C + D		\$ (24,542,630.92)	\$ (20,750,998.88)	\$ (52,701,653.40)	\$ 18,073,926.14	\$ 138,680,259.38	\$ -	\$ (2,645,743.82)	\$ (36,243,055.17)
F. ENDING CASH (A + E)		\$ (55,741,323.41)	\$ (76,492,322.29)	\$ (129,193,975.69)	\$ (111,120,049.55)				
G. Ending Cash, Plus Cash Accruals and Adjustments								\$ 27,560,209.83	

2021-22 FEBRUARY (50%), APRIL, MAY, & JUNE (100%) DEFERRALS STATE AID & SE		Object	Beginning Balance	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
A. BEGINNING CASH		9110		\$ (111,120,049.55)	\$ (91,209,240.60)	\$ (74,035,233.13)	\$ (36,126,824.10)	\$ (32,195,444.37)	\$ (33,225,653.83)	\$ (33,724,936.63)	\$ 12,010,365.45
B. RECEIPTS											
LCF Revenue Sources											
Principal Apportionment		8010-8019		\$ 13,470,316.15	\$ 13,470,316.15	\$ 36,436,738.07	\$ 24,246,569.07	\$ 24,246,569.07	\$ 36,436,738.07	\$ 24,246,569.07	\$ 12,123,284.54
Property Taxes		8020-8079		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,326,321.61	\$ 60,480,265.53	\$ -
Miscellaneous Funds		8080-8099		\$ -	\$ -	\$ -	\$ (2,201,548.62)	\$ (1,295,028.60)	\$ -	\$ (2,072,045.76)	\$ -
Federal Revenues		8100-8299		\$ 4,207.26	\$ 114,681.60	\$ 10,287.99	\$ 126,508.27	\$ 2,166,436.18	\$ 4,955,054.89	\$ 1,468,724.57	\$ 277,100.25
Other State Revenues		8300-8599		\$ 2,077,666.55	\$ 1,551,974.55	\$ 2,737,203.30	\$ 2,821,037.82	\$ 4,930,919.93	\$ 2,320,431.39	\$ 9,462,210.77	\$ 1,160,215.70
Other Local Revenues		8600-8799		\$ 1,232,048.37	\$ 91,846.16	\$ 15,686.18	\$ 492,835.09	\$ 107,062.34	\$ 471,331.88	\$ 884,344.63	\$ 246,740.42
Interfund Transfers In		8910-8929		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Financing Sources		8930-8979		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects											
TOTAL RECEIPTS				\$ 16,784,238.33	\$ 15,228,818.46	\$ 39,199,915.54	\$ 25,485,401.63	\$ 30,155,958.92	\$ 45,509,877.84	\$ 94,470,068.81	\$ 13,807,340.91
C. DISBURSEMENTS											
Certificated Salaries		1000-1999		\$ 1,934,067.78	\$ 4,474,373.71	\$ 19,859,770.19	\$ 20,485,560.28	\$ 21,295,431.92	\$ 20,795,819.33	\$ 20,753,904.23	\$ 21,316,386.88
Classified Salaries		2000-2999		\$ 2,635,938.74	\$ 3,988,820.55	\$ 5,129,061.35	\$ 5,319,881.24	\$ 5,536,949.36	\$ 5,387,847.54	\$ 5,287,411.04	\$ 5,184,158.69
Employee Benefits		3000-3999		\$ 2,790,706.70	\$ 4,235,469.12	\$ 16,147,950.31	\$ 16,093,672.14	\$ 16,137,115.24	\$ 17,004,155.04	\$ 16,299,085.73	\$ 17,332,921.30
Books and Supplies		4000-4999		\$ 643,910.08	\$ 3,822,118.40	\$ 2,661,929.41	\$ 2,124,975.23	\$ 2,174,560.79	\$ 1,728,077.29	\$ 1,760,901.31	\$ 1,620,699.62
Services		5000-5999		\$ 815,809.83	\$ 2,726,121.90	\$ 4,346,860.04	\$ 7,470,966.31	\$ 5,738,143.57	\$ 7,043,102.24	\$ 5,464,543.84	\$ 6,909,129.00
Capital Outlay		6000-6599		\$ 5,293.68	\$ 317,496.62	\$ 170,921.66	\$ 245,346.09	\$ 135,307.24	\$ 36,419.84	\$ 56,107.29	\$ 51,929.58
Other Outgo		7000-7499		\$ 47,028.63	\$ (1,125,081.93)	\$ (59,843.42)	\$ 350,935.94	\$ (321.11)	\$ 37,872.86	\$ (602,418.69)	\$ (1,226,608.60)
Interfund Transfers Out		7600-7629		\$ 23,630.55	\$ 22,193.45	\$ 1,335.42	\$ 27,662.41	\$ 1,168.81	\$ 64,786.70	\$ 107,247.19	\$ 60,081.75
All Other Financing Uses		7630-7699		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DISBURSEMENTS				\$ 8,896,385.99	\$ 18,461,511.82	\$ 48,257,984.96	\$ 52,118,999.64	\$ 51,018,355.82	\$ 52,098,080.84	\$ 49,126,781.94	\$ 51,248,698.22
D. BALANCE SHEET ITEMS											
Assets and Deferred Outflows											
Cash Not In Treasury		9111-9199	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable		9200-9299	\$ 164,868,831.37	\$ 27,251,183.15	\$ 26,880,634.20	\$ 47,170,798.05	\$ 30,565,324.36	\$ 19,832,877.59	\$ 6,106,898.57	\$ 401,156.43	\$ -
Due From Other Funds		9310		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stores		9320	\$ 52,893.44	\$ 22,398.71	\$ 732.05	\$ 3,030.61	\$ (1,203.43)	\$ 926.49	\$ -	\$ 124.43	\$ -
Prepaid Expenditures		9330		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets		9340		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Outflows of Resources		9490		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL ASSETS			\$ 164,921,724.82	\$ 27,273,581.86	\$ 26,881,366.25	\$ 47,173,828.66	\$ 30,564,120.93	\$ 19,833,804.08	\$ 6,106,898.57	\$ 401,280.86	\$ -
Liabilities and Deferred Inflows											
Accounts Payable		9500-9599	\$ (26,241,465.44)	\$ (15,250,625.25)	\$ (6,474,665.42)	\$ (207,350.20)	\$ 856.80	\$ (1,616.64)	\$ (17,978.37)	\$ (9,265.65)	\$ (831,676.00)
Due To Other Funds		9610	\$ -	\$ -							
Current Loans		9640									
Unearned Revenues		9650	\$ -								
Deferred Inflows of Resources		9690									
Undefined Objects											
SUBTOTAL LIABILITIES			\$ (26,241,465.44)	\$ (15,250,625.25)	\$ (6,474,665.42)	\$ (207,350.20)	\$ 856.80	\$ (1,616.64)	\$ (17,978.37)	\$ (9,265.65)	\$ (831,676.00)
Nonoperating											
Suspense Clearing		9910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BALANCE SHEET ITEMS			\$ 138,680,259.38	\$ 12,022,956.61	\$ 20,406,700.83	\$ 46,966,478.46	\$ 30,564,977.73	\$ 19,832,187.44	\$ 6,088,920.20	\$ 392,015.21	\$ (831,676.00)
E. NET INCREASE/DECREASE B - C + D				\$ 19,910,808.95	\$ 17,174,007.47	\$ 37,908,409.04	\$ 3,931,379.72	\$ (1,030,209.46)	\$ (499,282.80)	\$ 45,735,302.08	\$ (38,273,033.31)
F. ENDING CASH (A + E)				\$ (91,209,240.60)	\$ (74,035,233.13)	\$ (36,126,824.10)	\$ (32,195,444.37)	\$ (33,225,653.83)	\$ (33,724,936.63)	\$ 12,010,365.45	\$ (26,262,667.86)
G. Ending Cash, Plus Cash Accruals and Adjustments			\$ 27,560,209.83								

2021-22 FEBRUARY (50%), APRIL, MAY, & JUNE (100%) DEFERRALS STATE AID & SE		Object	Mar	Apr	May	June	Accrual	Adjustments	Total	Budget
A. BEGINNING CASH		9110	\$ (26,262,667.86)	\$ (58,035,485.77)	\$ (99,134,348.22)	\$ (129,926,616.56)				
B. RECEIPTS										
LCF Revenue Sources										
Principal Apportionment		8010-8019	\$ 12,135,078.00	\$ -	\$ -	\$ 12,245,260.00	\$ 109,109,560.81	\$ -	\$ 318,166,999.00	\$ 318,166,999.00
Property Taxes		8020-8079	\$ -	\$ 11,671,630.19	\$ 24,404,317.67	\$ 7,427,401.03	\$ 795,792.97	\$ -	\$ 106,105,729.00	\$ 106,105,729.00
Miscellaneous Funds		8080-8099	\$ (1,813,040.04)	\$ -	\$ (1,295,028.60)	\$ (2,590,057.20)	\$ (1,683,537.18)	\$ -	\$ (12,950,286.00)	\$ (12,950,286.00)
Federal Revenues		8100-8299	\$ 4,642,949.26	\$ 480,806.46	\$ 181,308.97	\$ 14,737,866.47	\$ 15,675,479.48	\$ -	\$ 44,841,411.65	\$ 44,841,411.65
Other State Revenues		8300-8599	\$ 2,297,259.63	\$ 37,216.36	\$ 232,363.69	\$ 3,894,380.59	\$ 14,588,991.86	\$ 20,124,028.00	\$ 68,235,900.14	\$ 68,235,900.14
Other Local Revenues		8600-8799	\$ 345,138.74	\$ 691,019.39	\$ 684,077.97	\$ 833,016.83	\$ 1,165,167.40	\$ -	\$ 7,260,315.40	\$ 7,260,315.40
Interfund Transfers In		8910-8929	\$ 923,787.97	\$ -	\$ -	\$ 1,715,606.23	\$ -	\$ -	\$ 2,639,394.20	\$ 2,639,394.20
All Other Financing Sources		8930-8979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects										
TOTAL RECEIPTS			\$ 18,531,173.56	\$ 12,880,672.40	\$ 24,207,039.70	\$ 38,263,473.95	\$ 139,651,455.34	\$ 20,124,028.00	\$ 534,299,463.39	\$ 534,299,463.39
C. DISBURSEMENTS										
Certificated Salaries		1000-1999	\$ 21,885,024.94	\$ 20,947,287.16	\$ 21,013,270.98	\$ 21,972,399.56	\$ 3,561,632.04		\$ 220,294,929.00	\$ 220,294,929.00
Classified Salaries		2000-2999	\$ 5,401,367.86	\$ 5,412,996.29	\$ 5,804,349.95	\$ 5,630,086.17	\$ 725,344.22		\$ 61,444,213.00	\$ 61,444,213.00
Employee Benefits		3000-3999	\$ 17,687,596.72	\$ 17,727,715.01	\$ 16,477,221.69	\$ 16,854,906.74	\$ 2,262,087.26	\$ 20,124,028.00	\$ 197,174,631.00	\$ 197,174,631.00
Books and Supplies		4000-4999	\$ 1,670,394.95	\$ 1,873,938.40	\$ 3,055,116.05	\$ 6,059,533.52	\$ 11,693,263.95		\$ 40,889,419.00	\$ 40,889,419.00
Services		5000-5999	\$ 6,138,911.31	\$ 7,211,857.89	\$ 7,602,918.36	\$ 8,369,600.06	\$ 9,793,558.65		\$ 79,631,523.00	\$ 79,631,523.00
Capital Outlay		6000-6599	\$ 90,008.25	\$ 54,661.38	\$ 46,022.46	\$ 88,122.73	\$ 155,421.18		\$ 1,453,058.00	\$ 1,453,058.00
Other Outgo		7000-7499	\$ (32,351.04)	\$ (36,379.35)	\$ (80,118.25)	\$ (198,884.16)	\$ 935,754.12		\$ (1,990,415.00)	\$ (1,990,415.00)
Interfund Transfers Out		7600-7629	\$ 139,092.82	\$ 19,534.43	\$ 47,814.41	\$ 436,127.18	\$ 84,952.09		\$ 1,035,627.21	\$ 1,035,627.21
All Other Financing Uses		7630-7699	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
TOTAL DISBURSEMENTS			\$ 52,980,045.81	\$ 53,211,611.21	\$ 53,966,595.65	\$ 59,211,891.80	\$ 29,212,013.51	\$ 20,124,028.00	\$ 599,932,985.21	\$ 599,932,985.21
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury		9111-9199	\$ -	\$ -	\$ -	\$ -	\$ 0.01		\$ 0.01	
Accounts Receivable		9200-9299	\$ 3,511,927.08	\$ 63,780.39	\$ -	\$ 659,302.14	\$ 2,424,949.41		\$ 164,868,831.37	
Due From Other Funds		9310	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Stores		9320	\$ -	\$ -	\$ -	\$ -	\$ 26,884.58		\$ 52,893.44	
Prepaid Expenditures		9330	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Other Current Assets		9340	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Deferred Outflows of Resources		9490	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Undefined Objects			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
SUBTOTAL ASSETS			\$ 3,511,927.08	\$ 63,780.39	\$ -	\$ 659,302.14	\$ 2,451,834.00	\$ -	\$ 164,921,724.82	
Liabilities and Deferred Inflows										
Accounts Payable		9500-9599	\$ (835,872.74)	\$ (831,704.03)	\$ (1,032,712.39)	\$ (748,855.52)	\$ (0.03)		\$ (26,241,465.44)	
Due To Other Funds		9610	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Current Loans		9640	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Unearned Revenues		9650	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Deferred Inflows of Resources		9690	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Undefined Objects			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
SUBTOTAL LIABILITIES			\$ (835,872.74)	\$ (831,704.03)	\$ (1,032,712.39)	\$ (748,855.52)	\$ (0.03)	\$ -	\$ (26,241,465.44)	
Nonoperating										
Suspense Clearing		9910	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
TOTAL BALANCE SHEET ITEMS			\$ 2,676,054.34	\$ (767,923.64)	\$ (1,032,712.39)	\$ (89,553.38)	\$ 2,451,833.97	\$ -	\$ 138,680,259.38	
E. NET INCREASE/DECREASE B - C + D			\$ (31,772,817.91)	\$ (41,098,862.45)	\$ (30,792,268.34)	\$ (21,037,971.23)	\$ 112,891,275.80	\$ -	\$ 73,046,737.56	\$ (65,633,521.82)
F. ENDING CASH (A + E)			\$ (58,035,485.77)	\$ (99,134,348.22)	\$ (129,926,616.56)	\$ (150,964,587.79)				
G. Ending Cash, Plus Cash									\$ (38,073,311.99)	
Accruals and Adjustments										

2022-23 NO DEFERRALS	Object	Beginning Balance	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
A. BEGINNING CASH	9110		\$ (150,964,587.79)	\$ (133,064,315.91)	\$ (116,281,275.98)	\$ (89,924,313.07)	\$ (89,943,362.54)	\$ (97,929,855.30)	\$ (103,308,601.07)	\$ (58,977,750.26)
B. RECEIPTS										
LCF Revenue Sources										
Principal Apportionment	8010-8019		\$ 13,364,132.40	\$ 13,364,132.40	\$ 36,170,474.32	\$ 24,055,438.32	\$ 24,055,438.32	\$ 36,170,474.32	\$ 24,055,438.32	\$ 24,055,438.32
Property Taxes	8020-8079		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,326,321.61	\$ 60,480,265.53	\$ -
Miscellaneous Funds	8080-8099		\$ -	\$ -	\$ -	\$ (2,213,378.75)	\$ (1,301,987.50)	\$ -	\$ (2,083,180.00)	\$ -
Federal Revenues	8100-8299		\$ 4,207.26	\$ 114,681.60	\$ 10,287.99	\$ 126,508.27	\$ 2,166,436.18	\$ 4,955,054.89	\$ 1,468,724.57	\$ 277,100.25
Other State Revenues	8300-8599		\$ 2,077,666.55	\$ 1,551,974.55	\$ 2,743,360.76	\$ 2,821,037.82	\$ 4,930,919.93	\$ 2,320,431.39	\$ 9,560,730.10	\$ 2,320,431.39
Other Local Revenues	8600-8799		\$ 1,232,048.37	\$ 91,846.16	\$ 15,686.18	\$ 492,835.09	\$ 107,062.34	\$ 471,331.88	\$ 884,344.63	\$ 246,740.42
Interfund Transfers In	8910-8929		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Financing Sources	8930-8979		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects										
TOTAL RECEIPTS			\$ 16,678,054.58	\$ 15,122,634.71	\$ 38,939,809.25	\$ 25,282,440.75	\$ 29,957,869.27	\$ 45,243,614.09	\$ 94,366,323.15	\$ 26,899,710.38
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		\$ 1,968,954.72	\$ 4,555,082.99	\$ 20,218,003.07	\$ 20,855,081.24	\$ 21,679,561.44	\$ 21,170,936.78	\$ 21,128,265.61	\$ 21,700,894.39
Classified Salaries	2000-2999		\$ 2,692,527.40	\$ 4,074,453.04	\$ 5,239,172.68	\$ 5,434,089.11	\$ 5,655,817.27	\$ 5,503,514.52	\$ 5,400,921.83	\$ 5,295,452.86
Employee Benefits	3000-3999		\$ 3,035,699.38	\$ 4,607,295.71	\$ 17,565,558.85	\$ 17,506,515.67	\$ 17,553,772.58	\$ 18,496,928.74	\$ 17,729,962.26	\$ 18,854,556.98
Books and Supplies	4000-4999		\$ 483,284.59	\$ 2,868,678.40	\$ 1,997,902.37	\$ 1,594,893.17	\$ 1,632,109.46	\$ 1,297,002.73	\$ 1,321,638.69	\$ 1,216,410.77
Services	5000-5999		\$ 817,699.87	\$ 2,732,437.70	\$ 4,356,930.72	\$ 7,488,274.82	\$ 5,751,437.53	\$ 7,059,419.49	\$ 5,477,203.93	\$ 6,925,135.87
Capital Outlay	6000-6599		\$ 5,293.68	\$ 317,496.62	\$ 170,921.66	\$ 245,346.09	\$ 135,307.24	\$ 36,419.84	\$ 56,107.29	\$ 51,929.58
Other Outgo	7000-7499		\$ 60,842.22	\$ (1,455,549.08)	\$ (77,421.06)	\$ 454,015.36	\$ (415.43)	\$ 48,997.15	\$ (779,365.44)	\$ (1,586,896.90)
Interfund Transfers Out	7600-7629		\$ 23,630.55	\$ 22,193.45	\$ 1,335.42	\$ 27,662.41	\$ 1,168.81	\$ 64,786.70	\$ 107,247.19	\$ 60,081.75
All Other Financing Uses	7630-7699		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DISBURSEMENTS			\$ 9,087,932.41	\$ 17,722,088.83	\$ 49,472,403.71	\$ 53,605,877.87	\$ 52,408,758.90	\$ 53,678,005.95	\$ 50,441,981.36	\$ 52,517,565.30
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	9200-9299	\$ 142,076,404.75	\$ 27,275,769.22	\$ 26,589,723.01	\$ 37,118,839.33	\$ 28,304,045.54	\$ 14,465,725.61	\$ 3,075,659.63	\$ 416,760.30	\$ -
Due From Other Funds	9310		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stores	9320	\$ 26,884.58	\$ 11,384.78	\$ 372.09	\$ 1,540.39	\$ (611.68)	\$ 470.91	\$ -	\$ 63.25	\$ -
Prepaid Expenditures	9330		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Assets	9340		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Outflows of Resources	9490		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL ASSETS		\$ 142,103,289.34	\$ 27,287,154.00	\$ 26,590,095.10	\$ 37,120,379.72	\$ 28,303,433.86	\$ 14,466,196.52	\$ 3,075,659.63	\$ 416,823.55	\$ -
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	\$ (29,212,013.54)	\$ (16,977,004.29)	\$ (7,207,601.05)	\$ (230,822.35)	\$ 953.79	\$ (1,799.65)	\$ (20,013.54)	\$ (10,314.53)	\$ (925,822.18)
Due To Other Funds	9610	\$ -	\$ -							
Current Loans	9640									
Unearned Revenues	9650	\$ -								
Deferred Inflows of Resources	9690									
Undefined Objects										
SUBTOTAL LIABILITIES		\$ (29,212,013.54)	\$ (16,977,004.29)	\$ (7,207,601.05)	\$ (230,822.35)	\$ 953.79	\$ (1,799.65)	\$ (20,013.54)	\$ (10,314.53)	\$ (925,822.18)
Nonoperating										
Suspense Clearing	9910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BALANCE SHEET ITEMS		\$ 112,891,275.80	\$ 10,310,149.71	\$ 19,382,494.05	\$ 36,889,557.37	\$ 28,304,387.65	\$ 14,464,396.87	\$ 3,055,646.09	\$ 406,509.02	\$ (925,822.18)
E. NET INCREASE/DECREASE B - C + D			\$ 17,900,271.88	\$ 16,783,039.93	\$ 26,356,962.91	\$ (19,049.47)	\$ (7,986,492.76)	\$ (5,378,745.77)	\$ 44,330,850.81	\$ (26,543,677.10)
F. ENDING CASH (A + E)			\$ (133,064,315.91)	\$ (116,281,275.98)	\$ (89,924,313.07)	\$ (89,943,362.54)	\$ (97,929,855.30)	\$ (103,308,601.07)	\$ (58,977,750.26)	\$ (85,521,427.36)
G. Ending Cash, Plus Cash Accruals and Adjustments		\$ (38,073,311.99)								

2022-23 NO DEFERRALS	Object	Mar	Apr	May	June	Accrual	Adjustments	Total	Budget
A. BEGINNING CASH	9110	\$ (85,521,427.36)	\$ (96,093,297.85)	\$ (112,563,133.51)	\$ (118,285,530.44)				
B. RECEIPTS									
LCF Revenue Sources									
Principal Apportionment	8010-8019	\$ 36,115,722.86	\$ 24,055,438.32	\$ 24,055,438.32	\$ 36,225,225.78	\$ 0.00	\$ -	\$ 315,742,792.00	\$ 315,742,792.00
Property Taxes	8020-8079	\$ -	\$ 11,671,630.19	\$ 24,404,317.67	\$ 7,427,401.03	\$ 795,792.97	\$ -	\$ 106,105,729.00	\$ 106,105,729.00
Miscellaneous Funds	8080-8099	\$ (1,822,782.50)	\$ -	\$ (1,301,987.50)	\$ (2,603,975.00)	\$ (1,692,583.75)	\$ -	\$ (13,019,875.00)	\$ (13,019,875.00)
Federal Revenues	8100-8299	\$ 4,642,949.26	\$ 480,806.46	\$ 181,308.97	\$ 14,737,866.47	\$ 15,675,479.48	\$ -	\$ 44,841,411.65	\$ 44,841,411.65
Other State Revenues	8300-8599	\$ 4,713,131.62	\$ 2,357,647.75	\$ 2,552,795.08	\$ 6,273,307.83	\$ 4,196,310.27	\$ 20,124,028.00	\$ 68,543,773.04	\$ 68,543,773.04
Other Local Revenues	8600-8799	\$ 345,138.74	\$ 691,019.39	\$ 684,077.97	\$ 833,016.83	\$ 1,165,167.40	\$ -	\$ 7,260,315.40	\$ 7,260,315.40
Interfund Transfers In	8910-8929	\$ 923,787.97	\$ -	\$ -	\$ 1,715,606.23	\$ -	\$ -	\$ 2,639,394.20	\$ 2,639,394.20
All Other Financing Sources	8930-8979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undefined Objects									
TOTAL RECEIPTS		\$ 44,917,947.95	\$ 39,256,542.11	\$ 50,575,950.51	\$ 64,608,449.17	\$ 20,140,166.37	\$ 20,124,028.00	\$ 532,113,540.29	\$ 532,113,540.29
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	\$ 22,279,789.61	\$ 21,325,136.81	\$ 21,392,310.85	\$ 22,368,739.07	\$ 3,625,878.42		\$ 224,268,635.00	\$ 224,268,635.00
Classified Salaries	2000-2999	\$ 5,517,325.10	\$ 5,529,203.17	\$ 5,928,958.45	\$ 5,750,953.55	\$ 740,916.02		\$ 62,763,305.00	\$ 62,763,305.00
Employee Benefits	3000-3999	\$ 19,240,368.92	\$ 19,284,009.14	\$ 17,923,736.56	\$ 18,334,578.11	\$ 2,460,673.10	\$ 20,124,028.00	\$ 212,717,684.00	\$ 212,717,684.00
Books and Supplies	4000-4999	\$ 1,253,709.44	\$ 1,406,478.31	\$ 2,293,007.30	\$ 4,547,962.96	\$ 8,776,340.81		\$ 30,689,419.00	\$ 30,689,419.00
Services	5000-5999	\$ 6,153,133.77	\$ 7,228,566.11	\$ 7,620,532.58	\$ 8,388,990.51	\$ 9,816,248.10		\$ 79,816,011.00	\$ 79,816,011.00
Capital Outlay	6000-6599	\$ 90,008.25	\$ 54,661.38	\$ 46,022.46	\$ 88,122.73	\$ 155,421.18		\$ 1,453,058.00	\$ 1,453,058.00
Other Outgo	7000-7499	\$ (41,853.42)	\$ (47,064.96)	\$ (103,651.16)	\$ (257,301.85)	\$ 1,210,610.57		\$ (2,575,054.00)	\$ (2,575,054.00)
Interfund Transfers Out	7600-7629	\$ 139,092.82	\$ 19,534.43	\$ 47,814.41	\$ 436,127.18	\$ 84,952.09		\$ 1,035,627.21	\$ 1,035,627.21
All Other Financing Uses	7630-7699	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
TOTAL DISBURSEMENTS		\$ 54,631,574.49	\$ 54,800,524.39	\$ 55,148,731.45	\$ 59,658,172.26	\$ 26,871,040.29	\$ 20,124,028.00	\$ 610,168,685.21	\$ 610,168,685.21
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199	\$ -	\$ -	\$ -	\$ -	\$ 0.01		\$ 0.01	
Accounts Receivable	9200-9299	\$ 72,250.03	\$ -	\$ -	\$ 795,053.69	\$ 3,962,578.39		\$ 142,076,404.75	
Due From Other Funds	9310	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Stores	9320	\$ -	\$ -	\$ -	\$ -	\$ 13,664.84		\$ 26,884.58	
Prepaid Expenditures	9330	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Other Current Assets	9340	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Deferred Outflows of Resources	9490	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Undefined Objects		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
SUBTOTAL ASSETS		\$ 72,250.03	\$ -	\$ -	\$ 795,053.69	\$ 3,976,243.24	\$ -	\$ 142,103,289.34	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	\$ (930,493.98)	\$ (925,853.38)	\$ (1,149,615.99)	\$ (833,626.37)	\$ (0.02)		\$ (29,212,013.54)	
Due To Other Funds	9610	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Current Loans	9640	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Unearned Revenues	9650	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Deferred Inflows of Resources	9690	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Undefined Objects		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
SUBTOTAL LIABILITIES		\$ (930,493.98)	\$ (925,853.38)	\$ (1,149,615.99)	\$ (833,626.37)	\$ (0.02)	\$ -	\$ (29,212,013.54)	
Nonoperating									
Suspense Clearing	9910	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
TOTAL BALANCE SHEET ITEMS		\$ (858,243.95)	\$ (925,853.38)	\$ (1,149,615.99)	\$ (38,572.68)	\$ 3,976,243.22	\$ -	\$ 112,891,275.80	
E. NET INCREASE/DECREASE B - C + D		\$ (10,571,870.49)	\$ (16,469,835.66)	\$ (5,722,396.93)	\$ 4,911,704.23	\$ (2,754,630.70)	\$ -	\$ 34,836,130.88	\$ (78,055,144.92)
F. ENDING CASH (A + E)		\$ (96,093,297.85)	\$ (112,563,133.51)	\$ (118,285,530.44)	\$ (113,373,826.21)				
G. Ending Cash, Plus Cash Accruals and Adjustments								\$ (116,128,456.91)	

Attachment A

California Department of Education

<https://www.cde.ca.gov/fg/cr/caresact.asp>

CARES Act ESSER Funding

The Coronavirus Aid, Relief, and Economic Security (CARES) Act provides funding to LEAs through Section 18003 of the Elementary and Secondary School Emergency Relief (ESSER) Fund, to address the impact of COVID-19 on elementary and secondary schools.

Congress set aside approximately \$13.2 billion of the \$30.75 billion allotted to the Education Stabilization Fund through the CARES Act for the Elementary and Secondary School Emergency Relief (ESSER) Fund. This funding will provide local educational agencies (LEAs) with emergency relief funds to address the impact that Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on elementary and secondary schools across the nation.

State awards for the ESSER Fund are in the same proportion as each state received under Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended, in fiscal year 2019–20. Each state must use no less than 90 percent of its allocation (\$1,482,575,514) to make subgrants to LEAs, based on each LEA's share of funds received under Title I, Part A in fiscal year 2019–20.

Use of Funds

An LEA may use ESSER funds for any allowable expenditure incurred on or after March 13, 2020, the date the President declared the national emergency due to COVID-19. Federal cash management rules will apply to this funding.

LEAs can use ESSER funds for any activities authorized by the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act of 2000 (ESSA), IDEA, the Adult Education and Family Literacy Act, the Perkins CTE Act, or the McKinney-Vento Homeless Assistance Act. Additional information about the allowable uses of funds can be found on the ESSER Fund Allowable Uses webpage.

In addition to these, LEAs can use funds for the following activities:

- Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies
- Providing principals and other school leaders with the resources necessary to address the needs of their individual schools
- Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness,

and foster care youth, including how outreach and service delivery will meet the needs of each population

- Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs
- Planning for and coordinating on long-term closures (including on meeting IDEA requirements, how to provide online learning, and how to provide meals to students)
- Staff training and professional development on sanitation and minimizing the spread of infectious disease
- Purchasing supplies to sanitize and clean the facilities of LEA, including buildings operated by the LEA
- Purchasing educational technology (hardware, software, and connectivity) for students, that aids in the regular and substantive educational interaction between students and their classroom instructors, including low-income students and students with disabilities, which may include assistive or adaptive technology
- Mental health services and supports
- Summer learning and supplemental after-school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care
- Discretionary funds for school principals to address the needs of their individual schools
- Other activities that are necessary to maintain the operation and continuity of services in LEAs and to continuing the employment of their existing staff

Last Reviewed: Thursday, July 2, 2020



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.2

Meeting Date: July 16, 2020

Subject: Consider Resolution No. 3158: Material Revision for Aspire Capitol Heights Academy

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

Division: Continuous Improvement and Accountability

Recommendation: To conference and take action to approve or deny the Material Revision for Aspire Capitol Heights Academy

Background/Rationale: Aspire Public Schools, a California nonprofit public benefit corporation, submitted a petition to make a Material Revision to the charter petition of Aspire Capitol Heights Academy, an independently operated public charter school of the District. In its Material Revision it is requesting to make the following changes:

1. Relocate its current facility located at 2520 33rd St, Sacramento, CA 95817 to 7300 Folsom Blvd, Sacramento, CA 95826,
2. Increase its grade levels from TK-5 to TK-8, and
3. Increase its enrollment from its current maximum capacity of 308 to 600 students in grades TK-8.

Financial Considerations: The financial considerations are outlined within the Executive Summary.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Executive Summary
2. Resolution No. 3158

Estimated Time of Presentation: 10 minutes

Submitted by: Vincent Harris, Chief of Continuous Improvement and Accountability
Jesse Ramos, Director of Innovative Programs

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Office of Innovative Schools

Consider Resolution No. 3158: Material Revision for Aspire Capitol Heights

Academy

July 16, 2020



I. OVERVIEW / HISTORY

A. Action Proposed

On February 18, 2020, the Sacramento City Unified School District ("District") received from Aspire Public Schools, a California nonprofit public benefit corporation ("Nonprofit") a petition to make a Material Revision ("Material Revision") to the charter petition of Aspire Capitol Heights Academy, an independently operated public charter school of the District. In its Material Revision the Nonprofit request to make the following changes to its charter petition for Aspire Capitol Heights Academy:

1. Relocate its current facility located at 2520 33rd St, Sacramento, CA 95817 to 7300 Folsom Blvd, Sacramento, CA 95826,
2. Increase its grade levels from TK-5 to TK-8, and
3. Increase its enrollment from its current maximum capacity of 308 to 600 students in grades TK-8.

District Staff recommends the District's Board of Education ("Board") conference and approves or denies the Material Revision under the California Charter Schools Act, with due consideration of the findings in this Report.

B. History

Capitol Heights Academy is a public, independent charter school located at 2520 33rd St, Sacramento, CA 95817.

The District originally approved the Charter School's charter on September 2, 2003, for a term of five years. Since that time, the Charter School's charter was renewed on November 1, 2012, for a term of five years. The Charter School's charter was renewed again on March 15, 2018, and will expire in five years on June 30, 2023.

The Charter School is currently in its seventeenth year of operation and serves about 232 students in grades kindergarten to fifth.

II. DRIVING GOVERNANCE

C. A Petition to Make a Material Revision to its Charter Petition

As specified in the education code, "A charter school that, concurrently with its renewal, proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter. A material revision of the provisions of a charter petition may be

Board of Education Executive Summary

Office of Innovative Schools

Consider Resolution No. 3158: Material Revision for Aspire Capitol Heights

Academy

July 16, 2020



made only with the approval of the chartering authority. A material revision of a charter is governed by the standards and criteria described in Section 47605."

D. Review Process for A Petition to Make a Material Revision to its Charter Petition; Grounds for Denial

The following are key factors in review process of a petition to make a material revision to a charter petition:

- A request for material revision to add site must be considered at an open, public meeting. (Ed. Code 47605(a)(4).)
- There is no time frame for a decision to be made
- Findings are not a requirement for denial
- It is not "deemed granted" if not denied within 60 days.
- There are no time limits on submission

District Staff evaluates the request for a material revision for Board consideration. District staff uses the same standards and criteria for petition review, the required elements. In addition to the required elements, District Staff reviews "any new requirement of charter schools enacted into law after the charter was originally granted or last renewed."

A finding is not required for denial of a Material Revision, nevertheless the Staff reviewed the specific facts of the Material Revision to support the following:

1. The charter school presents a sound educational program for students,
2. The charter school is likely to implement the program outlined in the Material Revision successfully,
3. The Material Revision contains the necessary affirmations,
4. The Material Revision includes a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for the purpose of Chapter 10.7 of Division 4 of Title 1 of the Government Code,
5. Where changes to the charter school's operations are proposed, the Material Revision contains reasonably comprehensive descriptions of the required elements outlined in the Charter Schools Act.

Board of Education Executive Summary

Office of Innovative Schools

Consider Resolution No. 3158: Material Revision for Aspire Capitol Heights Academy

July 16, 2020



Beginning July 1, 2020 Education Code section 47605, subdivision (c)(8) permits a school district to deny an initial charter petition if the school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district qualifies to assert this as a basis for denial if it has:

1. a negative interim certification, or
2. is under state receivership, or
3. has a qualified interim certification and the county superintendent of schools, in consultation with FCMAT, certifies that approving the charter school would result in the school district having a negative interim certification.

This basis for denying an initial charter petition may also be used when evaluating a proposed expansion through a Material Revision. (Ed. Code, 47607, subd. (a)(4).)

III. RESULTS OF THE PETITION REVIEW

E. District Staff Review of a Petition to make a Material Revision

Throughout the review process Aspire Capitol Heights Academy was responsive to Staff's requests for additional information or clarifications.

In evaluating the Material Revision Staff reviewed the required elements listed in the following table. In addition to evaluating the elements impacted by the material revision Staff analyzed the Material Revision's fiscal impact to the District. The fiscal analysis was necessary, because at the 1st and 2nd interims the District has self-certified negative.

Required Elements

1. Educational Program
2. Measurable Student Outcomes
3. Assessment of Measurable Outcome Goals
4. Governance and Legal Issues
5. Employee Qualifications
6. Health and Safety Procedures
7. Means to Achieve a Racial and Ethnic Balance
8. Admissions Requirements
9. Financial and Programmatic Audit
10. Student Discipline, Pupil Suspension, and Expulsion Procedures

Board of Education Executive Summary

Office of Innovative Schools

Consider Resolution No. 3158: Material Revision for Aspire Capitol Heights Academy

July 16, 2020



11. Retirement System
12. Attendance Alternatives
13. Description of Employee Rights
14. Dispute Resolution Process, Oversight, Reporting and Renewal
15. Labor Relations
16. School Closure Procedures

Based on the results of the District Staff's review of the Material Revision, Staff has concluded where changes to the charter school's operations are proposed in the Material Revision the required elements are reasonably comprehensive collectively as outlined in the Charter Schools Act.

In consideration of the District's worsening budget situation, beyond the standard elements, Staff analyzed the fiscal impact of the Material Revision to the District. Staff looked at the request to increase the number of grade levels offered from TK-5 to TK-8, and within the next five years to expand its enrollment from its current maximum capacity of 308 to 600. In the following table, the Staff considered two possible scenarios:

- Scenario 1 – First three years of the Material Revision, 50% of the increased enrollment are in-district students. In years four and five, 40% of the increased enrollment is in-district students.
- Scenario 2 – The yearly increased enrollment maintains the current enrollment percentage of 68% in-district students

Capitol Heights Material Revision						
In District/Out of District Assumptions	Estimated ADA Revenue Loss					Est. 5 Year Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
1. CHA: 50% Years 1-3, 40% Years 4-5	224,044	615,014	1,014,167	894,125	894,125	3,641,475
2. Maintain current 68%/32%	822,208	1,352,630	1,894,095	2,496,788	2,496,788	9,062,509

The Staff determined that this Material Revision could have a significant fiscal impact on the District. Based on the 3rd interim ADA rates, Staff estimates that the lost revenues will total from \$3,641,475 to \$9,062,509 in five years. An additional \$894,125 to \$2,496,788 in lost revenues will continue each year after the fifth year.

Board of Education Executive Summary

Office of Innovative Schools

Consider Resolution No. 3158: Material Revision for Aspire Capitol Heights

Academy

July 16, 2020



IV. BUDGET

The review of the Material Revision highlights a significant budget consideration for the District. As mentioned in the previous section titled, Results of the Petition Review, this Material Revision could have a significant fiscal impact on the District. Based on the 3rd interim ADA rates, Staff estimates that the lost revenues will total from \$3,641,475 to \$9,062,509 in five years. An additional \$894,125 to \$2,496,788 in lost revenues will continue each year after the fifth year.

Separate from the estimates of revenue lost, the Education Code provides district protection from other potential liabilities. Under Education Code section 47604, subdivision (c), a school district that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation is not held liable for the charter school's debts or obligations as long as the school district complies with all oversight responsibilities. The District will continue to have monitoring and oversight responsibility for charter school finances, as specified in the Charter Schools Act.

V. GOALS, OBJECTIVES, AND MEASURES

Not applicable.

VI. MAJOR INITIATIVES

Not applicable

VII. RESULTS

District Staff requests that the Board conference and take action to approve or deny the Material Revision for Aspire Capitol Heights Academy. Staff recommends that the Board take due consideration to the following factors:

- A school district qualifies to assert new legislation allowing Staff and the Board members to consider the financial impact of an expanding charter school as a basis for denial if the if the school district is not positioned to absorb the fiscal impact, and
- Staff estimates that the lost revenues will total from \$3,641,475 to \$9,062,509 in five years. An additional \$894,125 to \$2,496,788 in lost revenues will continue each year after the fifth year.

VIII. LESSONS LEARNED / NEXT STEPS

If the Board approves the Material Revision, the District, as the charter authorizer, will provide continued oversight by conducting annual visits and programmatic audits to review the Charter School's academic achievement, as well as records of past performance and plans regarding academics, finances, and operations. Additionally, the District and Aspire Capitol Heights

Board of Education Executive Summary

Office of Innovative Schools

Consider Resolution No. 3158: Material Revision for Aspire Capitol Heights Academy

July 16, 2020



Academy will collaborate on the timely submission of a signed updated Operational Memorandum of Understanding.

Conversely, if the Board denies the Material Revision, Aspire Capitol Heights Academy will continue to operate under its current charter, which was renewed on March 15, 2018, until it expires on June 30, 2023.

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

RESOLUTION NO. 3158

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RESOLUTION NO. XXXX
RESOLUTION TO APPROVE THE MATERIAL REVISION OF THE CHARTER
PETITION OF ASPIRE CAPITOL HEIGHTS ACADEMY**

WHEREAS, petitioners for Aspire Capitol Heights Academy (“Petitioners”) submitted to Sacramento City Unified School District (“District”) a Material Revision petition (“Petition”), dated February 18, 2020;

WHEREAS, in reviewing the Petition, the Governing Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged;

WHEREAS, the District staff reviewed and analyzed the Petition and supporting documents for legal, programmatic, and fiscal sufficiency; and

NOW, THEREFORE, BE IT RESOLVED, that the Sacramento City Unified School District Board of Education hereby adopts the Staff Report.

BE IT FURTHER RESOLVED, that the Petition is hereby approved.

BE IT FURTHER RESOLVED, that the Petition approval is conditional upon signed Memorandums of Understanding for Operations and Special Education by Petitioner and District no later than August 20, 2020.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 16th day of July, 2020, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____
ATTESTED
TO:

Jorge A. Aguilar
Secretary of the Board of Education

Jessie Ryan
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: July 16, 2020

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: N/A

Financial Considerations: See attached.

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

Documents Attached:

1. Expenditure and Other Agreements
2. Change Notices – Facilities Projects
3. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
Dale Scott & Company	7/1/20 – 6/30/25: Provide financial advisory services and advice related to the issuance of General Obligation Bonds, Certificates of Participation, Bond Anticipation Notes, Tax and Revenue Anticipation Notes, refunding of long-term district debt, managing district indebtedness, and other issues related to financial advisory services and advice. Firm was selected through a Request for Statements of Qualifications and Proposals process in June, 2020. The estimated fee for services during the 2020/21 school year is \$68,500.	\$68,500 Measure Q Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		

FACILITIES SUPPORT SERVICES

HMC Architects SA19-00568	5/1/19 – Completion of services: Architectural, civil, structural, mechanical and electrical engineering, food service design and landscape design services for the Floyd Farms project. Floyd Farms will be the District's first zero net energy building. It will serve as headquarters for the Food Literacy Center and have a culinary kitchen classroom and an urban farm to teach students.	Original Amount: \$259,875
New Contract:		First Increase: \$146,250
<input type="checkbox"/> Yes		
<input checked="" type="checkbox"/> No		
	First increase is to cover significant adjustments to the structure system, solar design, navigating various City processes related to the location of the existing 120" storm/sewer main line adjacent to the site, and underground utilities originally to be provided by the City of Sacramento and Bardis Homes as part of a joint venture with the District that has since been terminated.	New Total: \$406,125 Developer Fee Funds
HMC Architects SA20-00454	4/8/20 – Architect Services for the Lisbon Roof Project. The District utilizes a two-step process to contract architectural firms as described below.	\$65,625 Measure Q Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		
	1. Approval of the Master Agreement for Architectural Services with HMC Architects 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. Authorization is requested for firm's first assigned project under the new Master Agreement. The firm will provide architectural services for the Lisbon Roof project which entails replacing the rooftop and overhangs on four wings of portable classrooms that were found to have severe dry rot. Please refer to Exhibit A, Project Authorization Form, for project details.	

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

CONTRACTOR: Landmark Modernization Contractors

PROJECT: Floyd Farms

Change Order No.1: Substantial

Description:

1. Vibration monitoring of 120" storm/sewer forced main line that runs through jobsite, at the request of the City of Sacramento due to vibrations caused by driving piers for the foundation.
2. Through a joint venture, garden beds, driveway, fencing and underground utilities were originally to be provided by the City of Sacramento and Bardis Homes. Due to termination of the joint venture, the underground utilities scope will be added to the Landmark contract.

Change Order Subtotal:	\$603,843.67
Original Contract:	\$6,988,870
Previously Authorized Change Orders:	\$0
New Contract Amount / Total Change Order %:	\$7,592,713.67 / 8.6%
Contract Time will be extended by:	420 days

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
AMS.net, Inc.	VoIP Battery Backup Remaining Sites (E-Rate)	6/5/20

**PROFESSIONAL SERVICES AGREEMENT
FOR FINANCIAL ADVISOR**

This Professional Services Agreement for Financial Advisor (“Agreement”) has been entered into this 16th day of July, 2020 by and between the Sacramento City Unified School District (“District”) and Dale Scott & Company, Inc. (“Advisor”).

WHEREAS, the District desires independent financial advisory services to be performed in connection with the issuance of bonds and debt obligations (“Financing Services”); and

WHEREAS, the Advisor is registered, qualified and licensed to provide Financing Services to the District.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

Section 1. Financing Services.

As directed by the District, Advisor will provide services (“Financing Services”) in connection with the completion of one or more debt financings as more specifically described in **Attachment A** hereto. Financings may include, without limitation, general obligation bonds, certificates of participation or lease financings, bond anticipation notes, tax and revenue anticipation notes, and refunding of debt (“Debt Financing”). Advisor shall act as a fiduciary to the District in the performance of the Financing Services and Additional Services (defined below).

Section 2. Additional Services.

Financing Services performed for the District by Advisor that are not otherwise specifically identified in **Attachment A** to this Agreement shall be additional services (“Additional Services”) performed for additional compensation at the direction of the District. Additional Services include, but are not limited to, the following:

2.01 Assisting the District in obtaining enabling legislation.

2.02 Financial management services, including development of financial policies and/or administrative regulations, capital improvement plans, economic development planning, credit analysis (other than preparation for rating agency presentations that may be part of the Financing Services).

2.03 Services rendered in connection with any undertaking of the District relating to a continuing disclosure agreement entered into in order to comply with Securities and Exchange Commission Rule 15c2-12 or other similar rules.

2.04 Services rendered to the District in connection with calculations or determination of any arbitrage rebate liability to the United States of America arising from investment activities associated with a debt financing.

Section 3. Compensation.

3.01 For Advisor's performance of Services and Additional Services, the Advisor's compensation will be as provided **Attachment B** hereto, plus Advisor's expenses incurred in rendering such Services and Additional Services. Advisor's expenses may include, but are not limited to travel, telephone/conference calls, postage, courier, database access services, and printing.

3.02 Advisor shall submit monthly invoices for payment for Additional Services provided pursuant to Section 2 of this Agreement unless an alternate date or dates have been specifically agreed to in writing. Unless otherwise specified, payment of Advisor's compensation and expenses is due thirty (30) days after submission of Advisor's invoice for services.

Section 4. Personnel.

Advisor has sufficient qualified and licensed personnel available to perform the Financing Services under this Agreement. District's lead contact person for this Agreement shall be Dale Scott Advisor shall make available other qualified personnel of the firm as may be required to complete Advisor's Financing Services or Additional Services. The District has the right to approve or disapprove any proposed changes in Advisor's staff providing Financing Services or Additional Service to the District.

Section 5. Term of Agreement.

5.01 This Agreement shall commence on July 16, 2020 and shall continue in full force and effect through June 30, 2025, unless terminated sooner by either party in accordance with this Agreement. The term of this Agreement may be extended from time to time as agreed by the District and the Advisor in writing.

5.02 Either Party may terminate this Agreement without cause upon 30 days' written notice to the non-terminating Party. Upon such termination, Advisor shall promptly submit a final invoice for any Financing Services or Additional Services for which compensation hereunder has not been paid. In the event that District terminates this Agreement pursuant to this section, District shall compensate Advisor for any Financing Services or Additional Services satisfactorily completed to the date of termination and for which an invoice is provided. Upon termination, Advisor shall provide the District with all documents produced, maintained or collected by Advisor pursuant to this Agreement, whether or not such documents are final or draft documents.

Section 6. Assignment.

The rights and obligations of the District under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. This Agreement may not be assigned by the Advisor without the prior written consent of the District.

Section 7. Market Disclosure.

Advisor does not assume the responsibilities of the District or the responsibilities of the other professionals and vendors representing the District, such as bond underwriters, in the provision of Financing Services and the preparation of the financing documents, including initial and secondary market disclosure. Information obtained by Advisor for inclusion in any disclosure documents shall be provided from credible sources which Advisor in its expertise believes are accurate.

Section 8. Confidentiality.

The Advisor agrees that all financial, statistical, personal, technical and other data and information designated by the District as confidential shall be protected by the Advisor from unauthorized use or disclosure.

Section 9. Indemnification.

The Advisor shall indemnify and hold harmless the District from and against any and all losses, claims, damages, expenses, including legal fees for defense, or liabilities, collectively, damages, to which District may be subjected by reason of Advisor's acts, errors or omissions arising out the performance of the Financing Services and the Additional Services; provided, however, that Advisor shall not indemnify the District from or against damages arising from conditions beyond the control of Advisor or arising from the intentional or willful misconduct of the District.

Section 10. Insurance.

10.01 Advisor shall maintain workers' compensation and employer's liability insurance during the term of this Agreement.

10.02 Advisor, at its own expense, shall obtain and maintain insurance at all times during the prosecution of this contract. Such insurance must be written with a Best Guide "A"-rated or higher insurance carrier admitted to write insurance in the state where the work is located.

10.03 Certificates of insurance naming the District as an additional insured shall be submitted to the District evidencing the required coverages, limits and locations of operations to which the insurance applies, and the policies of insurance shall contain a 30 day notice of cancellation or non-renewal.

10.04 Insurance coverages shall not be less than the following:

A. Workers' Compensation

1. State worker's compensation statutory benefits
2. Employer's Liability - policy limits of not less than \$1,000,000.

B. Comprehensive General Liability coverage with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage and including coverage for the following:

1. Premises operations
2. Contractual liability
3. Products
4. Completed operation

Section 11. Registration; Permits; Licenses.

Advisor represents and warrants to the District (i) it is a "municipal advisor" (within the meaning of Section 15B of the Securities Exchange Act of 1934), (ii) has registered in accordance with Rules 15Ba1-1 through 15Ba1-8 and 15Bc4-1 of the Securities Exchange Commission ("SEC"), effective July 1, 2014, with the SEC and the Municipal Securities Rulemaking Board ("MSRB"), and (iii) all employee performing Financing Services under this Agreement are properly licensed and qualified to perform all Financing Services and Additional Services required or provided, and shall maintain in full force throughout the Term of this Agreement all registration, licenses, credentials, permits and any other legal qualifications required by law to perform the Financing Services and Additional Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

Section 12. Other Terms.

12.01 The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

12.02 All agreements, terms, provisions, conditions and covenants contained herein are severable and in the event any of them shall be held to be invalid, void, or unenforceable by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement, term, provision, condition or covenant was not contained herein, and the remaining agreements, terms, provisions, conditions and covenants of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held invalid, void, or unenforceable.

12.03 Advisor represents and warrants to District that this Agreement has been duly authorized and executed by it and constitutes a valid and binding agreement of Advisor. This Agreement is not valid as against District unless and until it is approved/ratified by the District's Governing Board. Financing Services and Additional Services shall not be rendered hereunder until Agreement is so approved or ratified.

12.04 The validity, interpretation and construction of this Agreement and of each part hereof shall be governed by the laws of the State of California. Venue for any lawsuit or proceeding concerning this Agreement shall be properly initiated and maintained in Sacramento County, California.

12.05 This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Section 13. Conflict of Interest

Compensation contingent on the completion of a Debt Financing is customary for financial advisors. To the extent that compensation to the Advisor is contingent on the issuance of a Debt Financing, a potential conflict of interest exists as Advisor would have an incentive to recommend that the District complete a Debt Financing that might be unnecessary. Advisor, in its duty as a financial fiduciary to the District, shall refrain from making recommendations to the District that are not in the District's best interest, and shall provide information to substantiate its recommendations to District.

Section 14. Independent Contractor

Advisor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Financing Services and Additional Services, District being interested only in the results obtained. Advisor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Advisor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Advisor's employees. If Advisor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. Advisor shall still be responsible for payment of all state and federal taxes.

Section 15. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Rose Ramos, Chief Business Officer

ADVISOR

Dale Scott & Company, Inc.
650 California Street, Suite 2050
San Francisco, CA 94108
Attn: Dale Scott, President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

IN WITNESS Whereof, the parties have duly executed this Agreement as of the day and year first above set forth.

“DISTRICT”

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____ Date: _____
Rose Ramos
Chief Business Officer

“ADVISOR”

DALE SCOTT & COMPANY, INC.

By: _____ Date: _____
Dale Scott
President

ATTACHMENT A

DESCRIPTION OF FINANCING SERVICES

Scope of Services

A. Performance of Services.

The Advisor shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the District's objectives in a manner consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the District.

The District may, with the concurrence of Advisor, expand this Agreement to include any Additional Services not specifically identified within the terms of this Agreement. Any Additional Services may be described in an addendum to this **Attachment A** and are subject to fees described in **Attachment B** to this Agreement.

B. Financing Services.

The Advisor shall assume primary responsibility for assisting the District in coordinating the planning and execution of each Debt Financing during the Term. Insofar as the Advisor is providing Financing Services which are rendered only to the District, the overall coordination of the Debt Financing shall be such as to minimize the costs of the transaction coincident with maximizing the District's financing flexibility and capital market access. The Advisor's Financing Services shall include, but shall not be limited to, the following:

Specifically, Advisor will:

1. Establish Financing Objectives.

Advisor shall review the District's financing needs and in conjunction with the District's staff, outline the objectives of each financing transaction to be undertaken and its proposed form. Advisor shall assess District's bonding capacity, as applicable, assist in development of bond authorization amounts and repayment and sizing scenarios. At District's direction, Advisor shall participate in meetings of the bond finance team as needed prior to the election.

2. Develop the Financing Timetable.

The Advisor shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work on each Debt Financing progresses.

3. Monitor the Transaction Process.

The Advisor shall have primary responsibility for the successful implementation of a Debt Financing. The

Advisor shall coordinate in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of each Debt Financing. The Advisor shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the Debt Financing transaction.

4. Review the Official Statement.

Advisor shall review the official statement for each Debt Financing, if applicable, to ensure that the District's official statement is compiled in a manner consistent with industry standards.

5. Procure and Coordinate Additional Service Providers.

The Advisor may act as District's representative in procuring the services of Education, paying agents, fiscal agents, feasibility consultants, redevelopment consultants, or escrow verification agents or other professionals, if the District directs.

6. Provide Assistance on Financing Documentation.

The Advisor shall monitor document preparation by the managing underwriters, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents for a Debt Financing for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue.

7. Computer Sizing and Design Structure of Debt Issue.

The Advisor shall work with the District's staff to design a financing structure for each Debt Financing that is consistent with the District's objectives and debt management policies, industry best practices, and that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

8. Plan and Schedule Rating Agency Presentation and Investor Briefings.

The Advisor shall lead the development of a plan for presenting the issuance of a Debt Financing to rating agencies and the investor community. The Advisor shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the District officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

Upon the District's direction, the Advisor will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Advisor shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the District's proposed Debt Financing. The Advisor shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the District with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt.

11. Provide Pre-Closing and Closing Activities.

The Advisor shall assist in arranging for the closing of each Debt Financing. The Advisor shall assist bond counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, executing or orchestrating execution of closing certificates, and signing and final delivery of the securities and settlement of the costs of issuance.

**ATTACHMENT B
ADVISOR COMPENSATION**

Fees and Expenses

Part 1: Fee for Financing Services

Financing Services performed pursuant to Section 1 of this Agreement, and as more fully described in the Scope of Services set forth in **Attachment A**, will be billed for at the amounts set forth below.

- **Bond Issuance Services:** For services related to the planning and issuance of general obligation bonds, certificates of participation, bond anticipation notes and refinancings, will have a fee of \$68,500 per transaction. For issuances combining two more similar transactions on the same day, the fees for subsequent transactions would be reduced by 50%.
- **Tax & Revenue Anticipation Notes:** Services related to the issuance of an individual tax and revenue anticipation note of the District, will have a fee of \$15,000 per transaction. Issuance of TRANs through the CSBA TRAN Pool is covered through program fees.
- **Third-party consultants and/or data services (e.g. Cal-Muni data)** secured on the District's behalf will be billed directly to the District or billed by Advisor to the District at cost.

Payment of fees earned by Advisor pursuant to this Part 1 shall be contingent on, and payable at the closing of the Debt Financing issue(s) undertaken to finance the Project. Only fees for bond issuance services may be paid from bond proceeds.

Part 2: Other Services

Unless agreed to otherwise, Additional Services, or services not described in **Attachment A**, shall be performed at the following hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

- | | |
|-------------------------|-------|
| • President | \$300 |
| • Sr. Financial Advisor | \$275 |
| • Financial Advisor | \$200 |
| • Sr. Associate Analyst | \$150 |
| • Associate Analyst | \$95 |
| • Clerical | \$50 |

Expenses

Expenses will be billed separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference call, computer, and fax transmission charges for a maximum of \$5,000. Advances made on behalf of the District for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the District upon prior authorization.



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

HMC ARCHITECTS

July 16, 2020

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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 HMC Architects (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 HMC Architects, 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 Seventy Five Thousand Dollars (\$75,000). 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 which 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>HMC Architects Attn: Brian Meyers, Principal 2495 Natomas Park Dr. Studio 655 Sacramento, CA 95833</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: _____
Arturo Levenfeld
Managing 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: _____
Arturo Levenfeld
Managing Principal

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT

Attachment Two to Project Authorization

HOURLY RATE / FEE SCHEDULE

July 2, 2020

Nathaniel Browning
Interim Director of Facilities and Planning
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818



Re: Proposal for Architectural / Engineering Services
Floyd Farms– *Fee Increase*
HMC #3186060-000

Dear Nathaniel:

HMC Group (HMC) is pleased to submit the following Proposal for providing Architectural, Civil, Structural, Mechanical and Electrical Engineering, Food Service Design, and Landscape Services for the above-mentioned Project.

A. Scope of Work:

This proposal is submitted as a result of additional time and effort to address significant adjustments to the structure system, solar design, and navigating various city processes relating to the location of the existing 120” storm sewer line adjacent to the site.

B. Exclusions:

- Consultants not listed above
- Special studies
- Geotechnical investigations
- Topographical surveys
- Test and Inspections
- Permit/Agency Fees

C. Compensation:

Compensation shall be on a fixed fee basis of One Hundred Forty Six Thousand Two Hundred Fifty Dollars (\$146,250) as follows:

Schematic Design	10%	\$ 14,625.00
Design Development (50%)	10%	\$ 14,625.00
Design Development (100%)	10%	\$ 14,625.00
Contract Documents (50%)	10%	\$ 14,625.00
Contract Documents (100%)	10%	\$ 14,625.00
DSA Back Check	10%	\$ 14,625.00
Bidding	10%	\$ 14,625.00
Construction Admin	25%	\$ 36,562.50
Close Out	5%	\$ 7,312.50
Total Fee		\$ 146,250.00

Nathaniel Browning
Interim Director of Facilities and Planning
July 2, 2020
Page 2

Fee Summary

Original Fee	\$ 247,500
Fee Increase	\$ 146,250
Reimbursable Expenses (estimated)	<u>\$ 12,375</u>
Total	\$ 406,125

D. Additional Services:

If Additional Services are required beyond the original Scope of Work, such services described in Attachment "A", HMC Group will bill on an hourly basis per Attachment "B", HMC Rate Schedule.

E. Reimbursable Expenses:

Reimbursable out of pocket costs related to Owner requested printing plotting (including 3D plotting), and other expenses are in addition to hourly compensation for the services described above and the expense of transportation in connection with authorized out-of-town travel, including mileage. These expenses shall be billed by the Architect to the Owner at cost (1.0) times the expense incurred by the Architect.

Please review this Proposal and if you have any questions, please contact me at (916) 570-1763

Sincerely,

HMC Group


Brian Meyers
Principal in Charge

Encls.: Attachment "A" – Additional Services
Attachment "B" – HMC Hourly Rate Schedule
cc: S. Jimenez, File-CN-AOA

ATTACHMENT "A"

ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services, Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

Project Representation Beyond Basic Services:

1. **Revisions:** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the Owner;
 - b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.
2. **Project Changes:** Providing services required because of changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
3. **Change Orders:** Preparing Drawings, Specifications and other documentation, analysis and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and directives.
4. **Default:** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.
5. **Contractor's Submittals:** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
6. **Contractor's RFI:** Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
7. **Claims:** Providing services in connection with claims submitted by Contractor or others.
8. **Hearings, Proceedings:** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

Contingent Additional Services

1. **Existing or Other Facilities:** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.
2. **Detailed Estimates:** Providing detailed estimates of Construction Cost.
3. **Providing Other Consultants:** Providing services of consultants, if any other than those specified as Basic Services under this Agreement.
4. **Client-Provided Front-End Specifications:** Providing services made necessary due to process or scope changes resulting from the inclusion of Client-provided front end specifications section.
5. **Post Completion/Extended Construction:** Providing services after the original completion date not due to the fault of the Architect/Engineer or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.
6. **Project Hold/Resumption:** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
7. **Other Additional Services:** Providing any other services not otherwise included in this Agreement.

ATTACHMENT "B"

HMC Rate Schedule Standard Hourly Rate by Professional Category (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 235
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 210
Project Manager/Project Architect/Technical Manager	\$ 190
Project Leader/Technical Leader	\$ 170
Project Coordinator	\$ 140
Senior Construction Administrator	\$ 210
Construction Administrator	\$ 160
Construction Administration Support	\$ 105
Design Principal	\$ 235
Senior Project Designer	\$ 210
Project Designer	\$ 190
Design Leader	\$ 170
Designer II	\$ 125
Designer	\$ 105
Senior Interior Designer	\$ 210
Senior Interior Project Designer	\$ 210
Senior Estimator	\$ 205
Sustainable Design	\$ 205
Senior Specifications Writer	\$ 205
Specifications Writer	\$ 190
Visualization Arts	\$ 180
Agency Compliance	\$ 135
Senior Education Facilities Planner	\$ 195
Education Facilities Planner	\$ 160

These are the current hourly rates effective July 1, 2020 through June 30, 2021 and are subject to change one time annually effective July 1st



PROJECT AUTHORIZATION FORM

Lisbon Dry Rot/Roof Replacement

Date: July 16, 2020

Pursuant to the Master Architect Agreement dated July 16, 2020 between HMC Architects 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:

Design development and construction documents representing the refined scope, submittal of the construction documents to DSA and assistance to the District to gain approval from DSA, assist the District during Bidding as well as providing construction observation services and assist in the close-out phases of the Project.

Exclusions:

1. Engineering and specialty consultants not listed above
2. Programming
3. Special Studies
4. Geotechnical Investigations
5. Test and Inspections
6. Estimating
7. Renderings
8. Permit/Agency Fees

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:

Flat Fee

Architect shall be compensated Sixty-Two Thousand, Five Hundred Dollars (\$62,500) 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.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$3,125, 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: _____
Arturo Levenfeld
Managing Principal

Date: _____

Date: _____

ATTACHMENT "A"

ADDITIONAL SERVICES

The Additional Services described in this Attachment are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services, Additional Services may only be provided if authorized or confirmed in writing by the Owner and Architect.

Project Representation Beyond Basic Services:

1. **Revisions:** Making revisions in Drawings, Specifications, Project Manual or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the Owner;
 - b. Required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation of such documents, or additional costs caused by delays resulting from such.
2. **Project Changes:** Providing services required because of changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
3. **Change Orders:** Preparing Drawings, Specifications and other documentation, analysis and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and directives.
4. **Default:** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner, Contractor or others performing services or providing work on the Project.
5. **Contractor's Submittals:** Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect.
6. **Contractor's RFI:** Responding to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.
7. **Claims:** Providing services in connection with claims submitted by Contractor or others.
8. **Hearings, Proceedings:** Providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

Contingent Additional Services

1. **Existing or Other Facilities:** Providing services to investigate facilities or existing conditions or to make measured drawings thereof.
2. **Detailed Estimates:** Providing detailed estimates of Construction Cost.
3. **Providing Other Consultants:** Providing services of consultants, if any other than those specified as Basic Services under this Agreement.
4. **Post Completion/Extended Construction:** Providing services after the original completion date not due to the fault of the Architect/Engineer or after issuance to the Owner of the final Certificate for Payment, or thirty (30) days after the date of Substantial Completion of the Work, whichever is earlier.
5. **Project Hold/Resumption:** If the Project is placed on hold by the Owner for more than 90 days due to circumstances beyond the direct control of the Architect, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
6. **Other Additional Services:** Providing any other services not otherwise included in this Agreement.

ATTACHMENT “B”

HMC Rate Schedule
Standard Hourly Rate by Professional Category
 (Not all categories need apply to this contract)

Description	Rates
Principal in Charge	\$ 235
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 210
Project Manager/Project Architect/Technical Manager	\$ 190
Project Leader/Technical Leader	\$ 170
Project Coordinator	\$ 140
Senior Construction Administrator	\$ 210
Construction Administrator	\$ 160
Construction Administration Support	\$ 105
Design Principal	\$ 235
Senior Project Designer	\$ 210
Project Designer	\$ 190
Design Leader	\$ 170
Designer II	\$ 125
Designer	\$ 105
Senior Interior Designer	\$ 210
Senior Interior Project Designer	\$ 210
Senior Estimator	\$ 205
Sustainable Design	\$ 205
Senior Specifications Writer	\$ 205
Specifications Writer	\$ 190
Visualization Arts	\$ 180
Agency Compliance	\$ 135
Senior Education Facilities Planner	\$ 195
Education Facilities Planner	\$ 160

These are the current hourly rates effective July 1, 2019 through June 30, 2020 and are subject to change one time annually effective July 1st



DOCUMENT 00 63 63.02

CHANGE ORDER FORM

Sacramento City Unified School District
 5735 47th Ave.
 Sacramento, CA 95824

CHANGE ORDER NO.:
1

CHANGE ORDER

Site: Leataata Floyd
Project: Floyd Farms
Bid No.: 0148-416

Date: July 16, 2020
DSA File No.: 34-53
DSA Appl. No.: 02-117744

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: Landmark Construction
 4312 Anthony Court, #B
 Rocklin, CA 95677

Architect: HMC Architects
 2495 Natomas Park Dr #100
 Sacramento, CA 95833

Project Inspector: Carsten Nielsen
 Nielsen Inspection Serv
 7625 Rose Springs Lane
 Granite Bay, CA 95746

Reference	Description	Cost
PCO #1	City of Sac Utilities brought their concerns over the 120" storm/sewer forced main line that runs through jobsite; with piers to be driven into the ground (vibration monitoring).	\$136,569.67
PCO #2	Original plan was to have a joint venture with City of Sacramento Parks Dept, Bardis Homes and SCUSD. Bardis/City were to do garden beds, driveway, fencing and underground utilities. With delays regarding 120" main line pipe, City of Sac/Bardis discontinued joint venture. The underground utilities scope has been added to the Landmark contract.	\$467,274.00
Contract time will be adjusted as follows:		Original Contract Amount: \$ 6,988,870.00
Previous Completion Date: <u>Jul 2020</u> <u>420</u> Calendar Days Extension		Amount of Previously Approved Change Order(s): \$0
Current Completion Date: <u>Sep 2021</u>		Amount of this Change Order: \$603,843.67

