



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, September 8, 2022

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2022/23-2

Allotted Time

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

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

3.0 CLOSED SESSION

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

3.1 *Government Code 54956.9 - Conference with Legal Counsel:*

- a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Two potential case(s))*
- b) *Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9 (One potential case)*
- c) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2022040572; and Sacramento County Superior Court Case Nos. 34-2022-00320856 and 34-2022-003-21773)*

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

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

- 3.4 *Government Code 54957 – Public Employee Appointment*
 - a) *Principal, Bowling Green McCoy*
 - b) *Principal, Caroline Wenzel*
 - c) *Principal, Theodore Judah*

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

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Students Tierney Harris, a Senior from Rosemont High School and Maura Perez Lima, a Senior from Kit Carson International Academy to be introduced by Member Pritchett and Member Garcia*

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

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

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

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

8.0 SPECIAL PRESENTATION

7:00 p.m. 8.1 *Opening of Schools Update (Various Departments)* **Information**
30 minute presentation
30 minute discussion

8:00 p.m. 8.2 *Approve Resolution No. 3282: Recognition of National Attendance Awareness Month, September 2022 (Jennifer Kretschman)* **Action**
5 minute presentation
5 minute discussion

8:10 p.m. 8.3 *Early Literacy Skills Builder (ELSB) Presentation (Shannon Pella)* **Information**
10 minute presentation
10 minute discussion

9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

8:30 p.m. 9.1 *Approve the Submission of a Credential Waiver Application to the California Commission on Teacher Credentialing (Cancy McArn)* **Action**
2 minute presentation
5 minute discussion

8:37 p.m. 9.2 *First Reading of Revised Board Policy (BP 5141.21) Administering Medication and Monitoring Health Conditions (Victoria Flores)* **First Reading**
5 minute presentation
5 minute discussion

- 8:47 p.m. 9.3 *Approve Board Policy (BP 4040) Employee Use of Technology (Bob Lyons)* **Action**
5 minute presentation
5 minute discussion
- 8:57 p.m. 9.4 *Approve Board Policy (BP 5125.1) Release of Directory Information (Bob Lyons)* **Action**
5 minute presentation
5 minute discussion
- 9:07 p.m. 9.5 *Approve Board Policy (BP 6163.4) Student Use of Technology (Bob Lyons)* **Action**
5 minute presentation
5 minute discussion
- 9:17 p.m. 9.6 *Approve AB 1200 Disclosure and Approval of Successor Negotiations – District Proposal Between Teamsters, Local 150 and the Sacramento City Unified School District (Rose F. Ramos and Shawn Hadnot)* **Action**
5 minute presentation
5 minute discussion
- 9:27 p.m. 9.7 *Approve AB 1200 Disclosure and Approval of Successor Negotiations – District Proposal Between Teamsters Classified Supervisors (TCS) and the Sacramento City Unified School District (Rose F. Ramos and Shawn Hadnot)* **Action**
5 minute presentation
5 minute discussion
- 9:37p.m 9.8 *Approve AB 1200 Disclosure and Approval of Increased Employer Contribution for Non-Represented Employees’ Regarding Dental and Vision Benefits (Rose F. Ramos and Shawn Hadnot)* **Action**
5 minute presentation
5 minute discussion
- 9:47 p.m. **10.0 COMMUNICATIONS**
- 10.1 *Employee Organization Reports:* **Information**
SCTA – 15 minutes
SEIU – 3 minutes
TCS – 3 minutes
Teamsters – 3 minutes
UPE – 3 minutes
- *SCTA*
 - *SEIU*
 - *TCS*
 - *Teamsters*
 - *UPE*
- 10:14 p.m. 10.2 *District Advisory Committees:* **Information**
3 minutes each
- *Community Advisory Committee*
 - *District English Learner Advisory Committee*
 - *Local Control Accountability Plan/Parent Advisory Committee*
 - *Student Advisory Council*
 - *African American Advisory Board*

- 10:29 p.m. 10.3 Superintendent's Report (Jorge A. Aguilar) **Information**
5 minutes
- 10:34 p.m. 10.4 President's Report (Christina Pritchett) **Information**
5 minutes
- 10:39 p.m. 10.5 Student Member Report (Liam McGurk) **Information**
5 minutes
- 10:44 p.m. 10.6 Information Sharing By Board Members **Information**
10 minutes

10:54 p.m. **11.0 CONSENT AGENDA** **Action**
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.

11.1 Items Subject or Not Subject to Closed Session:

11.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose F. Ramos)

11.1b Approve Personnel Transactions (Cancy McArn)

11.1c Approve Donations to the District for the Periods of June 1-30, 2022 and July 1-31, 2022 (Rose F. Ramos)

11.1d Approve the Updated 2022-2025 Title I Nonprofit, Private School (NPS) Consortium Memorandum of Understanding for Students Attending NPSs (Kelley Odipo)

11.1e Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of June 1-30, 2022 and July 1-31, 2022 (Rose F. Ramos)

10:56 p.m. **12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

12.1 Business and Financial Information:

- Purchase Order Report for Periods May 15-June 14, 2022 and June 15 – July 14, 2022 (Rose F. Ramos)*

10:58 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ September 15, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ October 6, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

11:00 p.m. **14.0 ADJOURNMENT**

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1

Meeting Date: September 8, 2022

Subject: Opening of Schools Update

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

Division: Human Resources Services

Recommendation: None

Background/Rationale: The purpose of this Board agenda item is to provide an overview of the opening of school preparations and results across multiple departments including Academics, Enrollment, Facilities and Operations, Health Services, Human Resources, Nutrition Services, Safety, Student Engagement, and Transportation.

Financial Considerations: None

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

Documents Attached: None

Estimated Time of Presentation: 30 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Jorge A Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.2

Meeting Date: September 8, 2022

Subject: Approve Resolution No. 3282: Recognition of National Attendance Awareness Month, September 2022

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

Division: Equity, Access and Excellence

Recommendation: Approve Resolution No. 3282: Recognition of Attendance Awareness Month, September 2022

Background/Rationale: Every September, Attendance Awareness Month takes place nationwide to spread awareness regarding the connection between good school attendance and academic success. For 5 years now, Sacramento City Unified School District has recognized September as Attendance Awareness Month and highlighted the ongoing efforts of the CARE Team, formerly known as the Be HERE office to reduce chronic absence and increase student connections and engagement. Monitoring chronic absence and tracking the reasons students miss is key to responding strategically to the academic and social-emotional loss experienced by our students since Covid shut schools down in 2020. Now, over two years into the pandemic, chronic absence has nearly tripled, jumping from 16.1% of SCUSD students missing over 10% of their school days in 2019 to nearly 40% in 2022-2023. Black, Latino and Native American students, students living in poverty, students with disabilities and students experiencing homelessness have been hit even harder, with some groups missing over 29 days of school last year.

We must remind our families that school attendance MATTERS! When students are not at school, they are not learning what is being taught. Period. After over 2 years of disrupted learning, our students need consistency, safety and support. By beginning the school year prioritizing in person learning and proactively working to build student, family and community engagement collaboratively, we can help address educational

inequity. Every day a student is in school is an opportunity to learn, build relationships and access supports.

Financial Considerations: None

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

Documents Attached:

1. Resolution No. 3282

Estimated Time of Presentation: 5 minutes

Submitted by: Jennifer Kretschman, Director, MTSS Attendance & Engagement

Approved by: Jorge A. Aguilar, Superintendent

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

RESOLUTION NO. 3282

**Proclamation of September 2022 as
Attendance Awareness Month**

WHEREAS the Covid-19 pandemic and other crises have eroded positive conditions for learning and created an absenteeism crisis,

WHEREAS chronic absence, missing 10% or more of school, alerts schools, community partners and families that one or more positive conditions for learning are not in place,

WHEREAS students are more likely to attend school when positive conditions for learning – physical and emotional health and safety; a sense of belonging, connection and support; academic challenge and engagement; and adults and peers with social emotional competency – are in place,

WHEREAS the impact of absenteeism and punitive approaches to school discipline contribute to the achievement gap that separates students living in low-income communities and many students of color from their peers who may have more resources to make up for lost learning time in the classroom,

WHEREAS showing up for school is an opportunity for students to build routines that can create a sense of safety and belonging, increase engagement and develop trusting relationships with peers, teachers and school staff that increase engagement and motivate them to participate in learning,

WHEREAS reducing absenteeism requires taking a comprehensive approach that begins with prevention and early intervention, and adopting trauma-informed approaches rather than responding with punitive action,

WHEREAS improving attendance and reducing absenteeism takes schools, families and community partners working together to identify and address factors contributing to students missing school, particularly a lack of digital access, mental and physical health services and access to basic economic supports including food and housing,

WHEREAS partnering with students and families to monitor attendance as well as understand and address barriers to attendance requires building and sustaining caring relationships and regular communications in the home language spoken by families,

WHEREAS research found, even before the pandemic, that families had high aspirations for their children, yet faced significant barriers in getting their children to school or lacked the knowledge that showing up nearly every day to school was crucial to academic achievement,

WHEREAS taking attendance daily in a consistent manner and for different types of learning opportunities (remote or in-person) is essential to identifying when students begin to miss too much school,

WHEREAS taking a positive problem-solving approach to reducing absenteeism requires expanding data to include reviewing chronic absence and attendance data for in-person and remote learning, availability of working contact information for families, connectivity (devices and internet) and positive relationships,

WHEREAS promoting attendance requires noticing - as soon as possible - when students are starting to miss too much school in order to engage students and families, identify and offer needed support and early intervention resources,

WHEREAS ensuring an equal opportunity to learn requires using data to detect high levels of absenteeism and missed opportunities to learn by school, grade, and student population,

NOW, THEREFORE BE IT RESOLVED that Sacramento City Unified School District stands with the nation in recognizing September as “Attendance Awareness Month.” We hereby commit to focusing on reducing absenteeism and addressing the factors that cause students to miss school (whether offered at a distance, in-person or a blend) in order to ensure all children an equitable opportunity to learn, grow and thrive academically, emotionally and socially. We recognize that we must work together to engage students and families and send the message that learning can and must continue, whether students participate in person, remotely or through blended approaches.

Specifically, we will:

1. Affirm the importance of showing up, and reflect with students and families on what is needed to make showing up to school worthwhile, especially given the challenges experienced during the pandemic.
2. Make clear that improving student attendance, including taking daily attendance in a consistent manner and monitoring absenteeism, continues to be a top priority.
3. Use an expanded set of data monitor outcomes for different populations of students, raise public awareness, establish goals, allocate resources, track progress and assure accountability for an equal opportunity to learn.
4. Engage in activities, like walking school buses, attendance buddies or transition programming or new students that help students build regular attendance routines.

5. Engage students, families, educators and the broader community – including civic and elected leaders, local businesses, clergy members and nonprofit organizations – in working together to identify and remove barriers to getting to school and develop meaningful solutions that ensure all children and youth keep learning despite the challenges of Covid-19.
6. Celebrate and build community through our SCUSD Activation Community Events aimed at removing barriers for our families.
7. Use chronic absence data, along with other indicators, to identify where the instructional losses are occurring, and invest additional resources in schools and school-related programs, including tutoring, expanded learning, community school strategies and health services.
8. Focus on rebuilding authentic relationships with students, families and the community to reduce chronic absence, increase student engagement and ensure academic success for ALL students, especially our most vulnerable.
9. Use an MTSS framework to uplift all of our students, especially those we have been failing for years, first by ensuring they attend school.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 8th day of September 2022, by the following vote:

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

ATTESTED TO:

Jorge A. Aguilar
Superintendent

Christina Pritchett
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.3

Meeting Date: September 8, 2022

Subject: Early Literacy Skills Builder (ELSB) Presentation

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

Division: Academic Office

Recommendation: None

Background/Rationale: At the end of the second year of grant eligibility, a LEA with an eligible school shall, as a non-consent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy action plan. [SB98 Sec113 (f6)]

Financial Considerations: None

LCAP Goal(s): The ELSB grant funds specific actions that align with LCAP Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students. One example is the funding for professional learning for teachers to develop high quality tier 1 instruction in early literacy.

Documents Attached:

1. [AM Winn ELSB Annual Report August 2022](#)
2. [Ethel I Baker ELSB Annual Report August 2022](#)
3. [John D Sloat ELSB Annual Report August 2022](#)
4. [John Still ELSB Annual Report August 2022](#)

Estimated Time of Presentation: 20 minutes

Submitted by: Erin Hanson, Assistant Superintendent Curriculum and Instruction

Dr. Shannon Pella, Director Professional Learning ELA, Literacy, and Humanities

Approved by: Jorge A. Aguilar, Superintendent

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

Based on the root cause analysis and needs assessment conducted during the Planning Year (2020–21), Early Literacy Support Block (ELSB) Grant participating local educational agencies (LEAs) developed three-year literacy action plans that include goals and actions to improve literacy instruction at each eligible school. The literacy action plans identify metrics to measure progress toward the goals and planned expenditures, which fund supplemental activities targeted for kindergarten and grades one to three, inclusive.

On an annual basis, each LEA with an eligible school shall submit to the California Department of Education, the school site council at each eligible school, and the governing board or body of the LEA a report on achievement towards the actions and goals described, and an assessment of progress made on the metrics identified, in its literacy action plan. These reports shall also be publicly posted on the LEA’s website.

For Implementation Year 1 (2021–22), the LEA Program Lead shall complete the template below for each eligible participating school and submit this form to ELSBGrant@cde.ca.gov between June 30, 2022 and July 30, 2022.

LEA Name: Sacramento City Unified School District

School site principal and author of this report: Nisha Turturici

Email: Nisha-Turturici@scusd.edu

Program Lead: Shannon Pella

Email/Phone: Shannon-Pella@scusd.edu

Fiscal Lead: Gabe Estrada

Email/Phone: Gabe-Estrada@scusd.edu

Eligible Participating School(s) – select box next to the site for which this report applies:

<input checked="" type="checkbox"/> 1. A.M Winn Elementary	<input type="checkbox"/> 6. Select to enter text.
<input type="checkbox"/> 2. Ethel I. Baker Elementary	<input type="checkbox"/> 7. Select to enter text.
<input type="checkbox"/> 3. John Sloat Elementary	<input type="checkbox"/> 8. Select to enter text.
<input type="checkbox"/> 4. John Still Elementary	<input type="checkbox"/> 9. Select to enter text.
<input type="checkbox"/> 5. Select to enter text.	<input type="checkbox"/> 10. Select to enter text.

Supporting Agency or Agencies: (i.e. ELSB Grant Expert Lead in Literacy, local county office of education, etc.): SCOE. LEA

URL for public posting of ELSB Grant Reports: <https://www.scusd.edu/elsb>

NOTE: Please indicate N/A in all sections that do not apply.

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

1. In review, please complete the chart below to **specify the practices** and unmet needs, identified when conducting the root cause analysis, of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in English language arts (ELA). [SB98 Sec113 (b)(d2A)]

2020–2021	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	Our district is currently supporting the implementation of a multi-tiered system of supports (MTSS) across all school sites aimed to support a safe and positive school climate.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Equity and collaboration PDSA cycles (EPOCH modules 1-5) Teacher Training (SIPPS)	Additional training needed in trauma informed practices.
Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Equity and collaboration PDSA cycles (EPOCH modules 1-5) Teacher Training (SIPPS)	Additional training needed in trauma informed practices.
Experience of pupils below grade-level standard on the ELA content standards	Our district has identified a need for strengthening professional learning in the English Language Arts and early literacy focused on foundational skills. Based on our student achievement data in ELA, our district recognizes our need to provide professional learning essential to maintaining knowledge	Teacher experience and training differs greatly providing differing instruction to pupils. Assessments are not commonly used to	Response to Intervention through the use of: SIPPS Curriculum Common Assessments: <ul style="list-style-type: none"> ● PASS (Kinder) ● BPST (1-3) 	Improve upon: Monitoring and adjusting Intervals Common tool/metric for tracking data Observation data

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

	of practice and application for early literacy instruction. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to support the use of common assessments to inform differentiated reading instruction and English language development.	identify student needs. Small group and differentiated instruction is inconsistent in classrooms.	<ul style="list-style-type: none"> ● SDQuick (1+) ● DIBELS word Reading Fluency (1-3) ● DIBELS Oral Reading Fluency (1-3) 	
Experience of families of pupils below grade-level standard on the ELA content standards	All students receive ELA instruction through the district adopted curriculum, Benchmark Advance. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to encourage/support the use of common assessments to inform differentiated reading instruction.	Our district recognizes that we need a system-wide focus on structured literacy which includes foundational skill building (phonics, phonemic awareness, fluency, and comprehension).	Assessment data shared via report card summaries per section.	Frequent and ongoing sharing of information with families

2. In review, please complete the chart below to specify the previously identified areas of **strength and weakness** of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec 113 (b)(d2B)]

2020–2021	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	Our district is currently supporting the implementation of a	Our previously reported SBAC data from 2019 revealed significant distance	Thematic instruction (main lesson subjects) helps students focus	A large number of students within 3rd grade are not on

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

	<p>multi-tiered system of supports (MTSS) across all school sites aimed to develop high quality tier 1 instruction that prioritizes and addresses gaps in achievement across our district. the district’s preliminary efforts to implement a system-wide Multi-Tiered System of Supports (MTSS) resulted in a comprehensive multi-year plan with installation to begin in 2020-21.</p>	<p>from the standards for 3rd grade in ELA all students -21.5 (DFS). Gaps between groups show greater DFS in low income, students with disabilities, ELs, African American and Hispanic/Latino students. For example, African American students’ performances increased by 3.8 points but remained 72.5 points below grade level standards. Foster Youth scores also rose by 16.8 but still landed 82.3 points below grade level standards. Increases were evident among Hispanic, Pacific Islander, and students with socioeconomic disadvantages yet each of these groups scored below grade level standards for the English Language Arts.</p>	<p>on and connect various skills to a central theme. Listening, speaking, writing and reading are all developed in the course of a balanced main lesson.</p>	<p>grade level (36 students = 90%) in reading.</p>
<p>Data on effective practices (<i>reference previous chart</i>)</p>	<p>During the time of our four participating schools’ root cause analyses, our district literacy leadership teams from all four ELSB qualifying schools</p>	<p>Although Filipino students declined by 3.1 points, as a group, are 22.6 points above the standard. Students identifying Two or More Races scored at 3.3 points</p>	<p>The following data was gathered: SIPPS Curriculum Common Assessments:</p>	<p>Improve upon:</p> <ul style="list-style-type: none"> ● Monitoring and adjusting ● Intervals

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

	attended a series of nine professional development sessions facilitated by Sacramento County Office of Education, CORE and Pivot Learning.	above the standards and increased by 3.3 points. Students that identified as White increased by 8.8 points and performed 34.1 points above the standard.	<ul style="list-style-type: none"> ● PASS (Kinder) ● BPST (1-3) ● SDQuick (1+) ● DIBELS word Reading Fluency (1-3) ● DIBELS Oral Reading Fluency (1-3) 	<ul style="list-style-type: none"> ● Common tool/metric for tracking data <p>Observation data</p>
Data on ineffective practices (<i>reference previous chart</i>)	All ELSB literacy leadership teams engaged in professional learning on the components of a high-quality ELA curriculum and examined the district’s adopted curriculum, Benchmark Advance.	This revealed a weakness in curricular materials e.g., a focus on the area of explicit and systematic instruction in structured literacy.	Our teachers engaged in the examination of our district adopted curriculum and noted that all teachers were using the Benchmark curricula consistently.	We need to focus on explicit and systematic instruction in structured literacy. These critical components are not a strength of the Benchmark curricula.
Equity and performance gaps	Our district recognizes our significant achievement gaps and are committed to a shift to focus on professional learning within a strong multi-tiered system of supports in order to prioritize professional learning in high quality	CDE Dashboard data from 2019 show that our schools are meeting the needs of <i>some</i> but not <i>all</i> of our students. This gap is not only in academic achievement, it persists in areas such as suspension rates, graduation rates, and college and career preparedness. For example,	Equity and collaboration PDSA cycles EPOCH modules 1-5 have been completed with the entire staff) Teacher Training (SIPPS)	Additional practice in proper ways to implement and ongoing

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

	tier one instruction to mitigate gaps in achievement.	our suspension rates are highest among Foster Youth and Students with Disabilities as well as Pacific Islander and Hispanic students. Our African American students and our students who are homeless have the highest rates of chronic absenteeism.	Teachers have attended 3 trainings and have received training from a coach	
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3. Based on the root cause analysis and needs assessment, identify the **action items and metrics** described in the literacy action plan for each eligible participating site to address access to *high-quality teaching*. [SB98 Sec113 (b)(e1A-D)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.	Provide the supports needed to enact and effectively facilitate small group and differentiated instruction in all classrooms resulting in improved outcomes evidenced by regular assessments.	Hire 3 instructional aides to provide class teacher support for teaching literacy in grades k-3, and focusing on foundational reading skills using the SIPPS curriculum.	CORE curriculum training specialist, versed in providing SIPPS delivery and instruction, provided 4 full days of push-in and pull-out training for all k-8 Waldorf looping teaching staff on May 11th & 12th as well as the 25th and 26th.	In support of Goals 1, 2 & 3, by September 2021, hire 3 instructional aides to provide class teacher support for teaching literacy in grades k-3, and focusing on foundational reading skills using the SIPPS curriculum.
Development of strategies to provide culturally responsive	Staff will build their understanding and capacity for providing culturally responsive	Staff completed 5 two hours training sessions via Zoom with	In addition, staff completed an additional 10 hours of module	EPOCH modules were used to discuss diversity, equity and inclusion.

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

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curriculum and instruction	instruction as evidenced by their attendance in training.	leadership from EPOCH staff members	training on their own time.	EPOCH trainings will continue through
Evidence-based professional development for teachers, instructional aides, and school leaders regarding literacy instruction and literacy achievement and the use of data to help identify and support struggling pupils	Staff will build their understanding and capacity for building foundational reading skills based on the science of reading as evidenced by their attendance in SIPPS training. SIPPS is a research-based foundational skills program proven to help both new and struggling readers in grades K–12, including English learners and students identified with dyslexia.	SIPPS training: on two separate days in 4 offerings. Annual consulting site visits from SIPPS trainers, for follow up training to ensure fidelity and to troubleshoot any concerns. After teachers are trained, in year two, hire SIPPS trained reading aides.	<p>Staff attended training for SIPPS on two separate days in 4 offerings.</p> <p><u>Whole Group Presentation:</u> 11/18/21 in Zoom SIPPS Training (90 Minutes)</p> <ul style="list-style-type: none"> - Beginning (Grades 1-3) - Challenge (Grades 4 -8) <p><u>Whole Group Presentation:</u> 1/20/22 in Zoom</p> <p>SIPPS Training (90 Minutes)</p> <ul style="list-style-type: none"> - Extension (Grades 1-3) - Plus (Grades 4 -8) 	The training provided a practical overview of all elements of the program. Additional in-person training was provided on 4 additional days to support implementation of the SIPPS program. Staff is in the 1st stages of implementation.
Professional development for teachers and school leaders regarding implementation of the	Our professional development for teachers in the SIPPS curriculum is grounded in the ELA/ELD Frameworks.	Please see SIPPS professional learning above reposted here: <u>Whole Group Presentation:</u> 11/18/21 in Zoom	Annual consulting site visits from SIPPS trainers, for follow up training to ensure fidelity and to	SIPPS specialists provided feedback on next steps for further support and development.

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curriculum framework for ELA/English Language Development (ELD) adopted by the State Board of Education (SBE) pursuant to Section 60207 of the <i>Education Code</i> and the use of data to support effective instruction		SIPPS Training (90 Minutes) - Beginning (Grades 1-3) - Challenge (Grades 4 -8) <u>Whole Group Presentation:</u> 1/20/22 in Zoom SIPPS Training (90 Minutes) - Extension (Grades 1-3) - Plus (Grades 4 -8)	troubleshoot any concerns. After teachers are trained, in year two, hire SIPPs trained reading aides.	We are hoping to hire two additional reading support aides.
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4. Based on the root cause analysis and needs assessment, identify the **action items and metrics** described in the literacy action plan for each eligible participating site to address *support for literacy learning*. [SB98 Sec113 (b)(e2A-B)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Purchase of literacy curriculum resources and instructional materials aligned with the ELA content standards and the	To purchase a curriculum to support the foundational skill development of our students. The curriculum will improve our sites' capacity to provide	Purchase SIPPS curriculum, engage in professional development learning how to best deliver the curriculum and follow up with ongoing	SIPPS curriculum was purchased and delivered at the beginning of fall 2021. Looping Grades 1-3 received BEGINNING and EXTENSION.	Additional kits will need to be ordered to provide small group support for ELD groups.

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curriculum framework for ELA/ELD adopted by the SBE, but only if the literacy action plan also includes professional development for staff on effective use of these materials	differentiated and targeted instruction to all of our students, especially students that need intensive support.	coaching and support from SIPPS coaches.	While the grades above will hold CHALLENGE and PLUS.	
Purchase of diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding the use of those assessment instruments	To improve our teachers' capacity to use data to inform support, instruction, grouping, and targeted literacy strategies.	Use common assessments that are valid and reliable and that diagnose, monitor progress, and inform instructional foci for all students, specifically students that require intensive support.	The purchased SIPPS curriculum includes assessment tools to monitor and modify instruction. In addition, the following assessments will be used: PASS (kindergarten) BPST (1-3) San Diego Quick (1+) DIBELS Word Reading Fluency (1-3) DIBELS Oral Reading Fluency (1-3)	Assessments are in their early stages of implementation. A common system of reporting has been built via Google reports.

5. Based on the root cause analysis and needs assessment, identify the **action items and metrics** described in the literacy action plan for each eligible participating site to address *pupil supports*. [SB98 Sec113 (b)(e3A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
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<p>Expanded learning programs, such as before- and after-school programs or summer school, to improve pupils’ access to literacy instruction</p>	<p>No extended day or summer school programs were created as part of the plan.</p>	<p>No extended day or summer school programs were created as part of the plan.</p>	<p>There were no before or after school offerings as part of the grant</p>	<p>N/A</p>
<p>Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction</p>	<p>No extended day or summer school programs were created as part of the plan.</p>	<p>No extended day or summer school programs were created as part of the plan.</p>	<p>There were no extended school offerings as part of the grant.</p>	<p>N/A</p>
<p>Strategies to improve school climate, pupil connectedness, and attendance and to reduce exclusionary discipline practices, including in-school suspensions, that may limit a pupil’s time in school</p>	<p>Goals include building relationships with families.</p>	<p>Teachers will engage in professional development pertaining to equity practices and Home Visiting.</p>	<p>All teachers completed professional development pertaining to equity practices and the Home Visit professional development offered in our district in order to build relationships with students and their families not funded through the ELSB grant.</p>	<p>School-wide professional development will continue to be needed to create a systematic approach to trauma-informed instruction, which will allow students to build literacy skills, competency and confidence in the primary grades.</p>

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Strategies to implement research-based social-emotional learning approaches, including restorative justice	Goal: for all staff to understand how mindsets on diversity equity and inclusion form the basis for providing social and emotional learning opportunities for children.	EPOCH training for all staff in diversity equity and inclusion.	Staff received EPOCH modules and 5 Zoom trainings to discuss diversity, equity and inclusion.	We have proposed additional trainings in connection with EPOCH focussing on developing Waldorf curriculum.
Expanded access to the school library	To expand library access.	Seek community volunteers to serve as a library support system.	A voluntary librarian was found to support additional classrooms visiting the library at least once a week.	Continue to build opportunities for classrooms to enter the library.

6. Based on the root cause analysis and needs assessment, identify the **action items and metrics** described in the literacy action plan for each eligible participating site to address *family supports*. [SB98 Sec113 (b)(e4A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Development of trauma-informed practices and supports for pupils and families	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	N/A

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Provision of mental health resources to support pupil learning				
Strategies to implement multi-tiered systems of support and the response to intervention approach	N/A	N/A	N/A	N/A
Development of literacy training and education for parents to help develop a supportive literacy environment in the home	N/A	N/A	N/A	N/A
Strategies to improve parent and community engagement and to improve communication with parents regarding how to address pupils' literacy needs	N/A	N/A	N/A	N/A

7. Following the first year of implementation, please **reassess** the needs by completing the chart below to specify the **current practices** and unmet needs identified for addressing the root cause of having the highest percentage of pupils in grade three

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scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in ELA. [SB98 Sec113 (b)(d2A)]

2021–2022	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	Our district is currently supporting the implementation of a multi-tiered system of supports across all school sites aimed to develop high quality tier 1 instruction that prioritizes and addresses gaps in achievement across our district.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Our school site Spring 2022 climate survey reports that 86% of students responded positively or strongly positively about the school climate at AM Winn.	Our school site Spring 2022 climate survey reports that 14% of students responded negatively or strongly negatively about the school climate at AM Winn.
Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Our school site Spring 2022 climate survey reports the % of students that responded positively in the following SEL categories: Relationship skills 38% Self management: 76% Growth Mindset: 68% Self Awareness: 43% Social Awareness: 71% Culture and Race: 91%	The responses are majority positive but we have work to do to make sure 100% of the students at AM Winn are developing social emotionally and as a result, responding positively in all categories of the SEL survey.

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			Self Efficacy: 54% Belonging 66% and Safety 54%	
Experience of pupils below grade-level standard on the ELA content standards	Our district recognizes significant gaps in literacy achievement and identified a need for strengthening professional learning in the English Language Arts and early literacy focused on foundational skills. Based on our student achievement data in ELA, our district recognizes our need to provide professional learning essential to maintaining knowledge of practice and application for early literacy instruction. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to support the use of common assessments to	Teacher experience and training differs greatly providing differing instruction to pupils. Assessments are inconsistently used to identify student needs. Small group and differentiated instruction is inconsistently applied across the district’s K-12 classrooms.	Our 2022 Smarter Balanced Assessment results for ELA in grade 3 specifically show that our need to continue to develop instructional strategies to support all of our students to read at grade level by grade 3. We will continue to develop our teacher capacity to deliver effective tier one foundational skills with our SIPPS and Benchmark curricula as well as continue to engage in assessing with DiBels and other ongoing formative assessments throughout the year. Our plan is to deepen our knowledge of using data to inform our teaching practices through regular data analysis collaboration.	Our 2022 Smarter Balanced Assessment results for ELA in grade 3 reveal mostly unmet needs. Only 10% of our third graders exceeded the standards in ELA. 12% met the standards, 10% nearly met while the majority: 69% of our students did not meet the ELA grade 3 standards. Furthermore, 100% of our African American students in grade 3 did not meet the standards for ELA which represents a gap between subgroups by ethnicity. For example, although most subgroups are majority “standards not met” the percentages of 3rd graders scoring “standards not met” is lower for the following groups but still far too

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	inform differentiated reading instruction and English language development.			high: White 75% not met, Asian 33% not met, Hispanic/Latino 69% not met. All of our subgroups including GATE, EL, and SWD have percentages between 71-100% of students not meeting grade 3 standards in ELA.
Families of pupils below grade-level standard on the ELA content standards	Our persistent gaps in grade-level reading standards require strengthened partnerships with families and communities. Our district recognizes our need to strengthen our outreach and engagement with our families through School Site Council, ELAC, DELAC, and CAC meetings, literacy nights, and parent-teacher conferences, among other events and regular partnerships.	We recognize the need to continue to engage with our family and community partners to ensure the success of all of our district’s students, specifically students that are below grade-level reading and literacy standards.	All teachers completed professional development pertaining to equity practices and the Home Visit professional development offered in our district in order to build relationships with students and their families not funded through the ELSB grant.	We plan to continue our home visits to build relationships with the families of our students that are below grade level standards in ELA. Our teachers are developing the knowledge and skills to contribute positively to the school community.

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8. Following the first year of implementation, please **reassess** the needs by completing the chart below to specify the current **areas of strength and weakness** of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2021–2022	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	<p>Across the LEA, students were assessed using DIBELS at the beginning, middle, and end of the year. The assessment was inconsistently delivered so the results only reflect a fraction of our districts’ students. The following (positive numbers) are the percentage of students that moved OUT of the Intensive Support category, indicating positive growth. Overall, data show that we are moving in the right direction in most categories: Some significant positive results:</p> <p>Kinder: Letter Naming Fluency +17%</p>	<p>At the time of this report, our districts’ 2022 SBAC ELA assessment data are not available to the public. We can expect that mitigating persistent gaps in achievement will remain a district priority.</p> <p>LEA DIBELS data show some weaknesses: negative numbers show the percentage of students needing intensive support which may indicate students that were tested for the first time and/or negative growth. This may also be due to inconsistent testing and a limited population of students assessed:</p>	<p>BPST Data from the third trimester shows some gains as follows: We acknowledge that our third trimester scores on the BPST III are far below what we would like to see for our students. However, there is a progression in a positive direction up the grades. For example, from grade 1 to grade 2 students average grew by 26.3% and from grade 2 to grade 3 students average grew by 13.4%.</p>	<p>Our site is not implementing the full battery of common assessments with fidelity and this may be a reason for our continued need for more specific data. We will continue to build our knowledge and skills for collecting and analyzing data from a variety of assessments including: PASS, San Diego Quick and DIBELS. Our site remains committed to growth in this area.</p>

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	<p>Phonemic Segmentation Fluency +24%</p> <p>Correct Letter Sounds +26%</p> <p>Grade: 1</p> <p>Phonemic Segmentation Fluency +15%</p> <p>Correct Letter Sounds +9%</p> <p>Words Read Correctly +11%</p> <p>Word Reading Fluency +18%</p> <p>Oral Reading Fluency +17%</p> <p>Oral Reading Accuracy +8%</p> <p>Grade 2:</p> <p>Correct Letter Sounds +3%</p> <p>Oral Reading Accuracy +47%</p> <p>Grade 3</p> <p>Words Read Correctly +2%</p> <p>Oral Reading Accuracy +23%</p>	<p>Grade: 2</p> <p>Words Read Correctly -5%</p> <p>Word Reading Fluency 0</p> <p>Oral Reading Fluency -7</p> <p>MAZE 0</p> <p>Grade: 3</p> <p>Correct Letter Sounds -8%</p> <p>Word Reading Fluency -11%</p> <p>Oral Reading Fluency -1%</p> <p>MAZE -21%</p>		
<p>Data on effective practices (<i>reference previous chart</i>)</p>	<p>Our district recognizes that we have a need for a district wide commitment to the professional learning of everyone in our system</p>	<p>Professional learning in the areas of early literacy were available to our district teachers and were consistently offered</p>	<p>Teachers at AM Winn continue to engage with Response to Intervention through the use of:</p>	<p>We are working to plan and schedule data analysis collaboration into our weekly</p>

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	including developing high-quality tier one instruction in early literacy.	throughout the 2021-22 school year.	<p>SIPPS Curriculum Common Assessments:</p> <ul style="list-style-type: none"> ● PASS (Kinder) ● BPST (1-3) ● SDQuick (1+) ● DIBELS word Reading Fluency (1-3) ● DIBELS Oral Reading Fluency (1-3) 	common planning time. We will continue to build our knowledge and skills for collecting and analyzing data from a variety of assessments. We are working on a school wide plan to deliver common assessments with regularity and fidelity.
Data on ineffective practices (<i>reference previous chart</i>)	Currently, our system applies the delivery of high quality tier one literacy instruction inconsistently across our schools and classrooms, resulting in a persistent achievement gap.	Professional learning was inconsistently accessed across the system. Common literacy assessments were used inconsistently across the LEA.	We have noted above that there is a positive progression of performance up the grades vertically even though we see a performance gap in primary grades.	We need consistent and regular assessment data and we are working to develop fidelity in assessing students across the grades and classrooms.
Equity and performance gaps	We recognize that our performance gaps are significant and unacceptable. We continue to focus on developing our teachers' capacity to provide equity of opportunity for ALL of our	Relying solely on Smarter Balanced once per year data is not a best practice. Common, reliable, valid and regular assessments both formative and summative, are not applied consistently across our sites to	We continue to report gaps in SBAC performance between subgroups and no particular student group is scoring more than 33% standards met. The majority of all students in all	We will continue to tighten our curriculum embedded assessment delivery and data analysis as well as other ongoing assessments to

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	students to access early literacy skills.	diagnose, monitor growth and inform how schools target, support and design differentiated instruction.	subgroups are not meeting grade level standards in grade 3 ELA.	measure growth throughout the school year and to target specific needs.
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9. Based on the **reassessment** of the needs, identify the **action items and metrics** described in the literacy action plan for each eligible participating site to more effectively address the areas described in the literacy action plan. [SB98 Sec113 (b)(e3A-D)(e2A-B)(e3A-E)(e4A-E)]

2021–2022	Original Action Item(s)	Adjusted Action Item(s)	Justification for the Changes	Goal and Tools for Assessment Towards Achievement of the Goal
Access to high-quality instruction	Staff attended training for SIPPS on two separate days in 4 offerings. Annual consulting site visits from SIPPS trainers, for follow up training to ensure fidelity and to troubleshoot any concerns. After teachers are trained, in year two, hire SIPPs trained reading aides.	No adjusted action items. We will continue to build teacher capacity and professional learning with the SIPPS curriculum through ongoing training and classroom embedded coaching and support.	No Changes	We will improve our use of assessments and data analysis to inform our instructional practices and supports.
Support for literacy learning	SIPPS curriculum was purchased and delivered	No adjusted action items. We will continue to improve our	No changes. We will continue to engage in common planning time	We would like to see all students show growth in all areas of the BPST

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	<p>at the beginning of fall 2021. Looping Grades 1-3 received BEGINNING and EXTENSION. While the grades above will hold CHALLENGE and PLUS.</p>	<p>understanding of the SIPPS curriculum and continue to grow our instructional practices.</p>	<p>to analyze data from curriculum embedded assessments and walk through notes from our SIPPS facilitators.</p>	<p>and DIBELS assessments from the beginning to the end of the year.</p>
Pupil supports	<p>After teachers are trained, in year two, hire SIPPs trained reading aides.</p>	<p>No adjusted action Items. We will continue to seek new positions at our site to support reading.</p>	<p>No changes.</p>	<p>Once we have hired the appropriate support staff, we will engage them in our professional learning community to develop the knowledge and skills to support our reading programs.</p>
Family supports	<p>We will continue to our engage our families and community through our home visit program.</p>	<p>No adjusted action Items. We will continue to build staff capacity to visit families and provide supports.</p>	<p>No changes- we will continue to engage in home visits to support our families and build a sense of belonging in our school community.</p>	<p>School-wide professional development will continue to be needed to create a systematic approach to trauma-informed instruction, which will allow students to build literacy skills, competency and confidence in the primary grades.</p>

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NOTE: At the end of the second year of grant eligibility, a LEA with an eligible school shall, as a non consent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy action plan. The LEA may modify the literacy action plan based on this update, consistent with the authorized uses of the grant funds. [SB98 Sec113 (f6)]

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Based on the root cause analysis and needs assessment conducted during the Planning Year (2020–21), Early Literacy Support Block (ELSB) Grant participating local educational agencies (LEAs) developed three-year literacy action plans that include goals and actions to improve literacy instruction at each eligible school. The literacy action plans identify metrics to measure progress toward the goals and planned expenditures, which fund supplemental activities targeted for kindergarten and grades one to three, inclusive.

On an annual basis, each LEA with an eligible school shall submit to the California Department of Education, the school site council at each eligible school, and the governing board or body of the LEA a report on achievement towards the actions and goals described, and an assessment of progress made on the metrics identified, in its literacy action plan. These reports shall also be publicly posted on the LEA’s website.

For Implementation Year 1 (2021–22), the LEA Program Lead shall complete the template below for each eligible participating school and submit this form to ELSBGrant@cde.ca.gov between June 30, 2022 and July 30, 2022.

LEA Name: Sacramento City Unified School District

Principal and author of this report: Nathan McGill Email: Nathan-McGill@scusd.edu

Program Lead: Shannon Pella Email: Shannon-pella@scusd.edu

Fiscal Lead: Gabe Estrada Email: Gabe-Estrada@scusd.edu

Eligible Participating School(s) – select box next to the site for which this report applies:

X1. Ethel I. Baker Elementary	<input type="checkbox"/> 6. Select to enter text.
<input type="checkbox"/> 2. John Sloat Elementary	<input type="checkbox"/> 7. Select to enter text.
<input type="checkbox"/> 3. John Still Elementary	<input type="checkbox"/> 8. Select to enter text.
<input type="checkbox"/> 4. A.M Winn Elementary	<input type="checkbox"/> 9. Select to enter text.
<input type="checkbox"/> 5. Select to enter text.	<input type="checkbox"/> 10. Select to enter text.

Supporting Agency or Agencies: (i.e. ELSB Grant Expert Lead in Literacy, local county office of education, etc.): Sacramento County Office of Education

LEA URL for public posting of ELSB Grant Reports: <https://www.scusd.edu/elsb>

NOTE: Please indicate N/A in all sections that do not apply.

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1. In review, please complete the chart below to specify the practices and unmet needs, identified when conducting the root cause analysis, of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in English language arts (ELA). [SB98 Sec113 (b)(d2A)]

2020–2021	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	Our district is currently supporting the implementation of a multi-tiered system of supports (MTSS) across all school sites aimed to support a safe and positive school climate.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Trauma-informed Tier 1 supports, after school enrichment opportunities for all students.	Daily opportunities to participate and engage in high-interest activities on campus supported by budget and community partners.
Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Daily opportunities for class meetings and community circles, Recognize/Interrupt/Repair protocol for conflicts.	Daily protocols for student-student and student-teacher mental health ‘check-ins’
Experience of pupils below grade-level	Based on our student achievement data in ELA, our district recognizes our need to	Teacher experience and training differs greatly providing differing instruction to pupils.	Individualized efforts to address academic needs are not consistently implemented.	Daily opportunity for individualized reading instruction support.

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<p>standard on the ELA content standards</p>	<p>provide professional learning essential to maintaining knowledge of practice and application for early literacy instruction. All students receive ELA instruction through the district adopted curriculum, Benchmark Advance. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to encourage/support the use of common assessments to inform differentiated reading instruction and English language development.</p>	<p>Assessments are inconsistently used to identify student needs.</p> <p>Small group and differentiated instruction is inconsistently applied across the district’s K-12 classrooms.</p>		
<p>Experience of families of pupils below grade-level standard on the ELA content standards</p>	<p>Our schools engage families in various ways including but not limited to: School Site Council, ELAC, DELAC, and CAC meetings, literacy nights, and</p>	<p>As a district, we recognize that our most vulnerable groups of students are far below standards for the English Language Arts. In 2019, homeless</p>	<p>Cursory exposure to the importance of phonics instruction and reading achievement.</p>	<p>Partnership with families to support literacy efforts at home daily.</p>

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	parent-teacher conferences. We recognize the need to build relationships with family and community to communicate our goals, objectives, professional learning, and practices related to supporting student achievement.	students’ scores declined by 10 points, and scored 88.1 points below grade level standards. American Indian students’ performances declined by 9 points, at 61.2 points below grade level standards in ELA.		
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2. In review, please complete the chart below to specify the previously identified areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec 113 (b)(d2B)]

2020–2021	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	Curriculum embedded district common assessments were available to all students. Our district is currently supporting the implementation of a multi-tiered system of supports (MTSS) across all school sites aimed to develop high quality tier 1 instruction that prioritizes and addresses	<p>Few students took the common benchmark and ongoing literacy based assessments leaving the LEA without adequate data to measure programs.</p> <p>Our previously reported SBAC data from 2019 revealed significant distance from the standards for 3rd grade</p>	iReady assessment data has students making progress throughout the year on Distance Learning.	All traditional measures for ELA achievement reflect 90+% of students not meeting grade-level standards.

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	<p>gaps in achievement across our district. the district’s preliminary efforts to implement a system-wide Multi-Tiered System of Supports (MTSS) resulted in a comprehensive multi-year plan with installation to begin in 2020-21 and continue through and beyond the ELSB grant timeline.</p>	<p>in ELA all students -21.5 (DFS). Gaps between groups show greater DFS in low income, students with disabilities, ELs, African American and Hispanic/Latino students. For example, African American students’ performances increased by 3.8 points but remained 72.5 points below grade level standards. Foster Youth scores also rose by 16.8 but still land 82.3 points below grade level standards. Increases were evident among Hispanic, Pacific Islander, and students with socioeconomic disadvantages yet each of these groups scored below grade level standards for the English Language Arts.</p>		
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<p>Data on effective practices (<i>reference previous chart</i>)</p>	<p>During the time of our four participating schools’ root cause analyses, our district literacy leadership teams from all four ELSB qualifying schools attended a series of nine professional development sessions facilitated by Sacramento County Office of Education, CORE and Pivot Learning.</p>	<p>Although Filipino students declined by 3.1 points, as a group, are 22.6 points above the standard. Students identifying Two or More Races scored at 3.3 points above the standards and increased by 3.3 points. Students that identified as White increased by 8.8 points and performed 34.1 points above the standard. This gap in student achievement is recognized as a critical need across our district schools.</p>	<p>Teachers in grades K-3 have extensive experience with literacy work in the school community.</p>	<p>Data does not support the continuation of current practices with respect to literacy growth.</p>
<p>Data on ineffective practices (<i>reference previous chart</i>)</p>	<p>All ELSB literacy leadership teams engaged in professional learning on the components of a high-quality ELA curriculum and examined the district’s adopted curriculum, Benchmark Advance.</p>	<p>This revealed a weakness in curricular materials e.g., a focus on the area of explicit and systematic instruction in structured literacy.</p>	<p>Identification of district-provided curriculum that does not support literacy.</p>	<p>Historical data suggest that schoolwide literacy practices do not meet the needs of students.</p>

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Equity and performance gaps	Our district recognizes our significant achievement gaps and are committed to a shift to focus on professional learning within a strong multi-tiered system of supports in order to prioritize professional learning in high quality tier one instruction to mitigate gaps in achievement.	CDE Dashboard data from 2019 show that our schools are meeting the needs of <i>some</i> but not <i>all</i> of our students. This gap is not only in academic achievement, it persists in areas such as suspension rates, graduation rates, and college and career preparedness. For example, our suspension rates are highest among Foster Youth and Students with Disabilities as well as Pacific Islander and Hispanic students. Our African American students and our students who are homeless have the highest rates of chronic absenteeism.	Marshallese and Latino students have improved attendance outcomes to better access literacy instruction.	Based on preliminary CAASPP Data, we've increased the number of EL students meeting standards (previous achievement level was 0%), and there was a schoolwide average increase of overall scaled score on ELPAC of 37 points.
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3. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address access to ***high-quality teaching***. [SB98 Sec113 (b)(e1A-D)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
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<p>Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.</p>	<p>By September 2021, hire a literacy coach to work with students in grades k-3, focusing on foundational reading skills using SIPPS. Additionally, hire two bilingual instructional aides to support daily implementation of structured literacy program.</p>	<p>A literacy coach and <u>one</u> instructional aide were contracted to support daily structured literacy efforts.</p>	<p>Successful hiring of personnel, k-3 and individualized training of SIPPS, k-3 short-, mid-, and long-cycle assessments facilitated by contracted personnel.</p>	<p>Owing to successful facilitation of assessment and the use of that data to inform instruction, coupled with improved pedagogical outcomes as a result of high-quality coaching and professional development opportunities, this action had positive outcomes.</p>
<p>Development of strategies to provide culturally responsive curriculum and instruction</p>	<p>By November, cultivate a culturally rich and responsive school library and classroom libraries.</p>	<p>Contract Follett to renovate libraries.</p>	<p>Replacement of all outdated texts not completed until August 2022.</p>	<p>Each classroom has received new classroom library books that are culturally relevant and show representation of Baker’s linguistic and ethnic diversity. Additionally, our school library has been renovated in the same fashion.</p>
<p>Evidence-based professional development for teachers, instructional aides, and school leaders regarding literacy instruction and literacy</p>	<p>By September 2021, all school personnel will have training on the science of reading, literacy instruction, and data analysis procedures/protocols for</p>	<p>Contract Core Collaborative team to deliver professional development opportunities and prepare Hattie’s <u>Visible Learning</u> presentation for grade-level teams.</p>	<p>100% of staff received literacy instruction/achievement training and data analysis/growth measurement professional development</p>	<p>Owing to improved understanding of literacy work and how to use student data to measure growth over time and make student-centered decisions about teaching practice, this action</p>

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achievement and the use of data to help identify and support struggling pupils	measuring student progress.			resulted in positive outcomes. Specifically, Baker was 1 of 7 elementary schools in the district to improve on schoolwide CAASPP ELA % meeting standards (+4%) from 2019 to 2022.
Professional development for teachers and school leaders regarding implementation of the curriculum framework for ELA/English Language Development (ELD) adopted by the State Board of Education (SBE) pursuant to Section 60207 of the <i>Education Code</i> and the use of data to support effective instruction	In support of Goal 1, staff (K-3 teachers and aides) will attend professional development for the ELA/ELD framework and common assessments before the start of the 2021-2022 school year (and again before 2022-2023 school year). These include, but are not limited to DIBELS # 8 and CORE/PASS.	All k-3 teachers and staff were trained on ELA/ELD framework and related assessments before the start of the 2021-22 school year.	Successful implementation of all required common assessments and benchmarks to support the measurement of ELA/ELD achievement.	Owing to successful implementation of all common assessments and ELPAC, this action resulted in positive outcomes in the form of ample achievement and growth data for all students in grades k-3.

4. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address **support for literacy learning**. [SB98 Sec113 (b)(e2A-B)]

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2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Purchase of literacy curriculum resources and instructional materials aligned with the ELA content standards and the curriculum framework for ELA/ELD adopted by the SBE, but only if the literacy action plan also includes professional development for staff on effective use of these materials	N/A	N/A	N/A	N/A
Purchase of diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding the use of those assessment instruments	N/A	N/A	N/A	N/A

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5. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address *pupil supports*. [SB98 Sec113 (b)(e3A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Expanded learning programs, such as before- and after-school programs or summer school, to improve pupils’ access to literacy instruction	N/A	N/A	N/A	N/A
Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction	N/A	N/A	N/A	N/A
Strategies to improve school climate, pupil connectedness, and attendance and to reduce exclusionary discipline practices, including in-school suspensions,	N/A	N/A	N/A	N/A

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that may limit a pupil’s time in school				
Strategies to implement research-based social-emotional learning approaches, including restorative justice	N/A	N/A	N/A	N/A
Expanded access to the school library	In support of Goal 3, September 2021, hire a librarian/intervention teacher to regularly provide access to culturally-appropriate literature (books that are representative of our students’ cultures, ethnicities, or neighborhoods) for K-3 students (through scheduled class library visits) and families (through before and after school open hours).	Specific position was posted three separate times.	This position was not filled and had one applicant over three separate posting cycles.	Owing to an unsuccessful hiring of said position, this action did not result in positive outcomes for students. However, we have found a candidate for this position and will be hiring her for the fall to be used in the library as well as during structured literacy time.

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6. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address *family supports*. [SB98 Sec113 (b)(e4A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Development of trauma-informed practices and supports for pupils and families	<p>By September of 2021, teachers, intervention teacher/librarian, aides, and administrators will have trauma-informed practice professional development with Dr. Martha Merchant of UCSF.</p> <p>By June of 2022, the Trauma-Informed Team will have completed the inaugural year of the (Health Environments and Response to Trauma in Schools (HEARTS) Institute, which builds trauma-informed capacity at school sites.</p>	<p>All staff were trained on trauma-informed practices by September of 2021 in order to successfully engage in this work with all students grades k-3 during the school year.</p>	<p>100% participation/implement ation of schoolwide trauma-informed practices, resulting in improved social/emotional outcomes of students and educators.</p>	<p>Owing to successful professional development and implementation of trauma-informed practices and resulting outcomes, this action was positive for the entire school community - annual reduction of suspension rates and increase student satisfaction reporting on the district’s Kelvin (SEL) survey.</p>
Provision of mental health resources to support pupil learning	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A

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Strategies to implement multi-tiered systems of support and the response to intervention approach				
Development of literacy training and education for parents to help develop a supportive literacy environment in the home	In support of Goal 3, our school will host three (one per trimester) Family Literacy Nights at which parents of students in K-3 will be reminded of the importance of reading in any language, receive resources to help their student on their literacy journey, and learn fun ways to promote literacy for the whole family at home.	Because of COVID restrictions, Family Literacy Nights were limited to Open House in May of 2022.	40% of Baker families attended Open House/Literacy Night and learned about the school’s literacy efforts.	Owing to inconsistent participation and patronage, this action did not produce the intended positive outcomes for the entire community.
Strategies to improve parent and community engagement and to improve communication with parents regarding how to address pupils’ literacy needs	N/A	N/A	N/A	N/A

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7. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current practices and unmet needs identified for addressing the root cause of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in ELA. [SB98 Sec113 (b)(d2A)]

2021–2022	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	Our district is currently supporting the implementation of a multi-tiered system of supports across all school sites aimed to develop high quality tier 1 instruction that prioritizes and addresses gaps in achievement across our district.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Restorative practices, trauma-informed practices, schoolwide sports/arts opportunities.	After school enrichment opportunities including Girls on the Run, Elementary Sports League (intermediate), Art Therapy Club.
Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Daily opportunities for social/emotional skill development and wellness.	Daily opportunity for Tier 1 SEL learning facilitated by social worker and school therapist.

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<p>Experience of pupils below grade-level standard on the ELA content standards</p>	<p>Our district recognizes significant gaps in literacy achievement and identified a need for strengthening professional learning in the English Language Arts and early literacy focused on foundational skills. Based on our student achievement data in ELA, our district recognizes our need to provide professional learning essential to maintaining knowledge of practice and application for early literacy instruction. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to support the use of common assessments to inform differentiated reading instruction and English language development.</p>	<p>Teacher experience and training differs greatly providing differing instruction to pupils.</p> <p>Assessments are inconsistently used to identify student needs.</p> <p>Small group and differentiated instruction is inconsistently applied across the district’s K-12 classrooms.</p>	<p>Daily opportunity for access to individualized literacy instruction in a supportive academic environment.</p>	<p>N/A</p>
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Families of pupils below grade-level standard on the ELA content standards	Our persistent gaps in grade-level reading standards require strengthened partnerships with families and communities. Our district recognizes our need to strengthen our outreach and engagement with our families through School Site Council, ELAC, DELAC, and CAC meetings, literacy nights, and parent-teacher conferences, among other events and regular partnerships.	We recognize the need to continue to engage with our family and community partners to ensure the success of all of our district’s students, specifically students that are below grade-level reading and literacy standards.	Regular communication in home language of vision, goals, and progress of literacy efforts for all students.	Daily at-home opportunities to support literacy development.
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8. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2021–2022	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	Across the LEA, students were assessed using DIBELS at the	At the time of this report, our districts’ 2022 SBAC ELA	All students participating in structured literacy time are making measured	Standard state assessments and district common assessment

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	<p>beginning, middle, and end of the year. The assessment was inconsistently delivered so the results only reflect a fraction of our districts’ students. The following (positive numbers) are the percentage of students that moved OUT of the Intensive Support category, indicating positive growth. Overall, data show that we are moving in the right direction in most categories: Some significant positive results:</p> <p>Kinder: Letter Naming Fluency +17% Phonemic Segmentation Fluency +24% Correct Letter Sounds +26%</p> <p>Grade: 1st Phonemic Segmentation Fluency +15%</p>	<p>assessment data are not available to the public. We can expect that mitigating persistent gaps in achievement will remain a district priority.</p> <p>LEA DIBELS data show some weaknesses: negative numbers show the percentage of students needing intensive support which may indicate students that were tested for the first time and/or negative growth. This may also be due to inconsistent testing and a limited population of students assessed:</p> <p>Grade: 2nd Correct Letter Sounds +3% Words Read Correctly -5% Word Reading Fluency 0</p>	<p>progress on short- and mid-cycle assessments.</p>	<p>results are still below standard. While we did show growth in ELA performance on the CAASPP (which was the statistical minority in our district and state), our achievement level is still low (16% meeting standards schoolwide, and 16% in 3rd grade). Our overall scaled score on the ELPAC, which is taken by a third of our students, has increased on average, which is evidence of positive systematic changes for kids.</p>
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	<p>Correct Letter Sounds +9%</p> <p>Words Read Correctly +11%</p> <p>Word Reading Fluency +18%</p> <p>Oral Reading Fluency +17%</p> <p>Oral Reading Accuracy +8%</p>	<p>Oral Reading Fluency -7</p> <p>Oral Reading Accuracy +47</p> <p>MAZE 0</p> <p>Grade: 3rd</p> <p>Correct Letter Sounds -8%</p> <p>Words Read Correctly +2%</p> <p>Word Reading Fluency -11%</p> <p>Oral Reading Fluency -1%</p> <p>Oral Reading Accuracy +23%</p> <p>MAZE -21%</p>		
<p>Data on effective practices (<i>reference previous chart</i>)</p>	<p>Our district recognizes that we have a need for a district wide commitment to the professional learning of everyone in our system including developing high-quality tier one instruction in early literacy.</p>	<p>Professional learning in the areas of early literacy were available to our district teachers and were consistently offered throughout the 2021-22 school year.</p>	<p>Structured literacy teams tracking student data post-instruction which reflects progress. Data is shared schoolwide.</p>	<p>Faithful implementation of best practices is not schoolwide (95% fidelity).</p>

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<p>Data on ineffective practices (<i>reference previous chart</i>)</p>	<p>Currently, our system applies the delivery of high quality tier one literacy instruction inconsistently across our schools and classrooms, resulting in a persistent achievement gap.</p>	<p>Professional learning was inconsistently accessed across the system. Common literacy assessments were used inconsistently across the LEA.</p>	<p>Previous reliance on district-provided curriculum and training yielded significantly lesser results than current ELSB approach.</p>	<p>Based on our district’s focus on high-quality tier 1 instruction this year, we will be connecting teacher practice to student outcomes with the intent of isolating which practices are empirically improving growth and achievement.</p>
<p>Equity and performance gaps</p>	<p>We recognize that our performance gaps are significant and unacceptable. We continue to focus on developing our teachers’ capacity to provide equity of opportunity for ALL of our students to access early literacy skills.</p>	<p>Relying solely on Smarter Balanced once per year data is not a best practice. Common, reliable, valid and regular assessments both formative and summative, are not applied consistently across our sites to diagnose, monitor growth and inform how schools target, support and design differentiated instruction.</p>	<p>Students with disabilities and language learners have access to individualized and high-quality literacy instruction.</p>	<p>Standard state measurements still reflect achievement that is below standard. While we did show growth in ELA performance on the CAASPP (which was the statistical minority in our district and state), our achievement level is still low (16% meeting standards schoolwide, and 16% in 3rd grade). Our overall scaled score on the ELPAC, which is taken by a third of our students, has increased on average, which is evidence of positive</p>

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				systematic changes for kids.
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9. Based on the reassessment of the needs, identify the action items and metrics described in the literacy action plan for each eligible participating site to more effectively address the areas described in the literacy action plan. [SB98 Sec113 (b)(e3A-D)(e2A-B)(e3A-E)(e4A-E)]

2021–2022	Original Action Item(s)	Adjusted Action Item(s)	Justification for the Changes	Goal and Tools for Assessment Towards Achievement of the Goal
Access to high-quality instruction	In support of Goal 2 and Goal 3, by September 2021, hire a Librarian/Intervention teacher to work with students in grades 1–3, focusing specifically on foundational reading skills using the SIPPS curriculum and to regularly provide access to culturally-appropriate literature for students and families.	Though we were unable to hire a librarian/intervention teacher to work with students in grades 1-3 because of hiring shortcomings, we are able to hire one for the fall of 2022. That is in process currently, so there is <u>no adjustment</u> .	N/A	Successfully completing the hiring process, orienting the intervention teacher to our structured literacy time, identifying the first cohort of kids who will receive intervention supports, and re-open the library for all students k-3.
Support for literacy learning	<ul style="list-style-type: none"> By August 2021, purchase SIPPS curriculum and provide initial and ongoing training of 	No change, these actions have taken course.	N/A	N/A.

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	<p>the curriculum throughout the implementation year.</p> <ul style="list-style-type: none"> ● By August 2021, develop a monitoring plan to include data collection to assess implementation of professional learning plans as well as cycles of improvement. ● By November 2021, create a culturally-rich library from which students can regularly borrow books (with classes and with families). 			
Pupil supports	<p>By September 2021, hire a librarian/intervention teacher and instructional aides to work with students in grades K–3, focusing specifically on foundational reading skills using the SIPPS curriculum.</p>	<p>Though we were unable to hire a librarian/intervention teacher to work with students in grades 1-3 because of hiring shortcomings, we are able to hire one for the fall of 2022. That is in</p>	N/A	N/A

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		process currently, so there is <u>no adjustment</u> .		
Family supports	In support of Goal 3, our school will host three (one per trimester) Family Literacy Nights at which parents will be reminded of the importance of reading in any language, receive resources to help their student on their literacy journey, and learn fun ways to promote literacy for the whole family at home.	We will align with the School Site Council to generate parent involvement and explore ways to involve community.	Unsuccessful attempts to host literacy nights owing largely to COVID-19 restrictions and community instability.	Successful execution of community engagement opportunities as enumerated in our plan.

NOTE: At the end of the second year of grant eligibility, a LEA with an eligible school shall, as a non consent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy action plan. The LEA may modify the literacy action plan based on this update, consistent with the authorized uses of the grant funds. [SB98 Sec113 (f6)]

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Based on the root cause analysis and needs assessment conducted during the Planning Year (2020–21), Early Literacy Support Block (ELSB) Grant participating local educational agencies (LEAs) developed three-year literacy action plans that include goals and actions to improve literacy instruction at each eligible school. The literacy action plans identify metrics to measure progress toward the goals and planned expenditures, which fund supplemental activities targeted for kindergarten and grades one to three, inclusive.

On an annual basis, each LEA with an eligible school shall submit to the California Department of Education, the school site council at each eligible school, and the governing board or body of the LEA a report on achievement towards the actions and goals described, and an assessment of progress made on the metrics identified, in its literacy action plan. These reports shall also be publicly posted on the LEA’s website.

For Implementation Year 1 (2021–22), the LEA Program Lead shall complete the template below for each eligible participating school and submit this form to ELSBGrant@cde.ca.gov between June 30, 2022 and July 30, 2022.

LEA Name: Sacramento City Unified School district

School site principal and author of this report: Claudia Alfaro (Site Principal) and Kari

LaSalle (District ELA/ELD Training Specialist) Email: Claudia-Alfaro@scusd.edu and

kari-lasalle@scusd.edu

Program Lead: Shannon Pella

Email: Shannon-pella@scusd.edu

Fiscal Lead: Gabe Estrada

Email: gabe-estrada@scusd.edu

Eligible Participating School(s) – select box next to the site for which this report applies:

<input checked="" type="checkbox"/> 1. John Sloat Elementary School	<input type="checkbox"/> 6. Select to enter text.
<input type="checkbox"/> 2. Ethel I. Baker Elementary	<input type="checkbox"/> 7. Select to enter text.
<input type="checkbox"/> 3. John Sloat Elementary	<input type="checkbox"/> 8. Select to enter text.
<input type="checkbox"/> 4. A.M Winn Elementary	<input type="checkbox"/> 9. Select to enter text.
<input type="checkbox"/> 5. Select to enter text.	<input type="checkbox"/> 10. Select to enter text.

Supporting Agency or Agencies: (i.e. ELSB Grant Expert Lead in Literacy, local county office of education, etc.): SCOE

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LEA URL for public posting of ELSB Grant Reports: <https://www.scusd.edu/elsb>

NOTE: Please indicate N/A in all sections that do not apply.

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1. In review, please complete the chart below to specify the practices and unmet needs, identified when conducting the root cause analysis, of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in English language arts (ELA). [SB98 Sec113 (b)(d2A)]

2020–2021	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	Our district is currently supporting the implementation of a multi-tiered system of supports (MTSS) across all school sites aimed to support a safe and positive school climate.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	<p>The Student Support Center reached out to every family to establish if there was any need or support they could help with</p> <p>The Student Support Team used the zoom platform to have a variety of student groups that allowed the students to have an adult at school besides the teacher they could reach out to</p> <p>The school held a free virtual family paint night for all of the families</p> <p>The site held Sami’s Circuit virtual family nights to encourage</p>	Many students did not log on to the zoom sessions to meet with the social worker and interns

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			physical fitness as a family	
Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	<p>The site is a PBIS site</p> <p>Teachers held morning meetings to get the students focused and ready to learn</p> <p>The site utilized the virtual version of “Sammi’s Circuit” as a way to get students active and moving while at the same time encouraging positive behaviors and attitudes</p>	<p>The PBIS team had a big turnover in members and were not able to meet regularly as a team to support the site</p> <p>Not all teachers implemented the morning meetings</p> <p>PBIS was not used consistently across grade levels and the site</p>
Experience of pupils below grade-level standard on the ELA content standards	Based on our student achievement data in ELA, our district recognizes our need to provide professional learning essential to maintaining knowledge of practice and application for early literacy instruction. All students receive ELA instruction through the district adopted	<p>Teacher experience and training differs greatly providing differing instruction to pupils.</p> <p>Assessments are inconsistently used to identify student needs.</p> <p>Small group and differentiated instruction is</p>	<p>Students receive English Language Arts instruction through the district adopted curriculum: Benchmark Advance</p> <p>The students in Kindergarten received leveled small group instruction and station rotations</p>	<p>Our school does not have a program that has an explicit and systematic scope and sequence to teach phonological awareness and phonemic awareness</p> <p>Our school does not have a systematic and explicit curriculum for teaching phonics</p>

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	<p>curriculum, Benchmark Advance. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to encourage/support the use of common assessments to inform differentiated reading instruction and English language development.</p>	<p>inconsistently applied across the district’s K-12 classrooms.</p>	<p>Students below grade level in grade 1-3 have access to content specific leveled readers through the adopted curriculum</p>	<p>80% of our 1st grade students are not meeting benchmark in phonemic awareness</p> <p>Students are not consistently provided with multiple exposures to new skills</p> <p>Students do not know a significant amount of sight words by 3rd grade</p>
<p>Experience of families of pupils below grade-level standard on the ELA content standards</p>	<p>Our schools engage families in various ways including but not limited to: School Site Council, ELAC, DELAC, and CAC meetings, literacy nights, and parent-teacher conferences. We recognize the need to build relationships with family and community to communicate our goals, objectives,</p>	<p>As a district, we recognize that our most vulnerable groups of students are far below standards for the English Language Arts. In 2019, homeless students’ scores declined by 10 points, and scored 88.1 points below grade level standards. American Indian students’ performances declined</p>	<p>The school library is open during instructional hours this means that many families do not have access to the school library</p> <p>The school has family nights to showcase student work. Attendance is sporadic at these events.</p>	<p>A majority of students do not have access to a library on a consistent basis</p> <p>The family nights are more celebratory and do not provide parents with ways to help or support their students</p> <p>Parents struggle with accessing resources to</p>

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	professional learning, and practices related to supporting student achievement.	by 9 points, at 61.2 points below grade level standards in ELA.	The principal is diligently working to get more families involved in the school community. Progress has been slow but still the effort is being made to provide personal invitations to families to participate in ELAC and School Site council	help support their students Many parents don't feel comfortable being involved in the school community due to a lack of English skills or a bad experience in the past.
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2. In review, please complete the chart below to specify the previously identified areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2020–2021	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	Curriculum embedded district common assessments were available to all students. Our district is currently supporting the implementation of a multi-tiered system of supports (MTSS) across all school sites aimed to develop high quality tier	Few students took the common benchmark and ongoing literacy based assessments leaving the LEA without adequate data to measure programs. Our previously reported SBAC data from 2019 revealed significant distance from the	We have an adopted curriculum with leveled text and assessments The district has provided access to ELA assessments. This year all K-3 teachers administered	80% of our 1st grade students are not meeting benchmark in phonemic awareness 56% of students in 1st grade scored received an Intensive Composite score on the DIBELS middle of year assessments

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	<p>1 instruction that prioritizes and addresses gaps in achievement across our district. the district’s preliminary efforts to implement a system-wide Multi-Tiered System of Supports (MTSS) resulted in a comprehensive multi-year plan with installation to begin in 2020-21 and continue through and beyond the ELSB grant timeline.</p>	<p>standards for 3rd grade in ELA all students -21.5 (DFS). Gaps between groups show greater DFS in low income, students with disabilities, ELs, African American and Hispanic/Latino students. For example, African American students’ performances increased by 3.8 points but remained 72.5 points below grade level standards. Foster Youth scores also rose by 16.8 but still land 82.3 points below grade level standards. Increases were evident among Hispanic, Pacific Islander, and students with socioeconomic disadvantages yet each of these groups scored below grade level standards for the English Language Arts.</p>	<p>the DIBELS assessment to all students</p> <p>In 2nd grade the number of students needing intensive support dropped from 39% to 34%</p>	<p>In 3rd grade the number of students scoring Intensive on the DIBELS Oral Reading FLuency rose from 75% to 80% on the middle of year assessment</p> <p>Students are not consistently provided with multiple exposures to new skills</p> <p>Students do not know a significant amount of sight words by 3rd grade</p> <p>Leveled text usage is sporadic</p> <p>The curriculum does not have a strong systematic and explicit curriculum for teaching phonics.</p>
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<p>Data on effective practices (<i>reference previous chart</i>)</p>	<p>During the time of our four participating schools’ root cause analyses, our district literacy leadership teams from all four ELSB qualifying schools attended a series of nine professional development sessions facilitated by Sacramento County Office of Education, CORE and Pivot Learning.</p>	<p>Although Filipino students declined by 3.1 points, as a group, are 22.6 points above the standard. Students identifying Two or More Races scored at 3.3 points above the standards and increased by 3.3 points. Students that identified as White increased by 8.8 points and performed 34.1 points above the standard. This gap in student achievement is recognized as a critical need across our district schools.</p>	<p>Classroom teachers give assessments of reading ability</p> <p>Teachers work with students to create SMART Goals and the aides helped provide support for the goals</p> <p>All students in grades K-1 receive a 30 minute uninterrupted block of Foundational Reading instruction using the SIPPS Curriculum</p> <p>In 2nd grade the number of students needing intensive support dropped from 39% to 34%</p>	<p>The teachers don’t have access to an assessment that gives us data related to word recognition. The publisher assessments the teachers use focus more on reading comprehension</p> <p>Each grade level and classroom use different assessments. The data shows that a majority of our students are not reading at grade level.</p> <p>43% of 2nd graders scored in the intensive category on the DIBELS End of Year Reading Fluency Assessment</p> <p>87% of 3rd grade students did not meet standards on the 21/22 CAASSP ELA assessment</p>
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<p>Data on ineffective practices (<i>reference previous chart</i>)</p>	<p>All ELSB literacy leadership teams engaged in professional learning on the components of a high-quality ELA curriculum and examined the district’s adopted curriculum, Benchmark Advance.</p>	<p>This revealed a weakness in curricular materials e.g., a focus on the area of explicit and systematic instruction in structured literacy.</p>	<p>Assessments were given inconsistently resulting in limited data to diagnose, monitor growth, appropriately target, and use data to inform other instructional and support practices.</p>	<p>Data was not analyzed and used to drive instruction.</p> <p>Most instruction was given in a whole class format</p>
<p>Equity and performance gaps</p>	<p>Our district recognizes our significant achievement gaps and are committed to a shift to focus on professional learning within a strong multi-tiered system of supports in order to prioritize professional learning in high quality tier one instruction to mitigate gaps in achievement.</p>	<p>CDE Dashboard data from 2019 show that our schools are meeting the needs of <i>some</i> but not <i>all</i> of our students. This gap is not only in academic achievement, it persists in areas such as suspension rates, graduation rates, and college and career preparedness. For example, our suspension rates are highest among Foster Youth and Students with Disabilities as well as Pacific Islander and Hispanic students. Our African American students and our students who are homeless have</p>	<p>Teachers are able to pull reports with their students current ELPAC levels</p> <p>70% of Asian students report a positive experience on the school climate survey 72.7% of African American students report a positive experience on the school climate survey 75% of hispanic students report a positive experience on the school climate survey</p>	<p>Our EL students are further behind than their English Only speaking peers in measures of phonemic awareness, fluency, and reading comprehension</p> <p>ELD is done inconsistently as a site</p>

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		the highest rates of chronic absenteeism.		
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3. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address access to *high-quality teaching*. [SB98 Sec113 (b)(e1A-D)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.	N/A	N/A	N/A	N/A
Development of strategies to provide culturally responsive curriculum and instruction	N/A	N/A	N/A	N/A
Evidence-based professional	1. We will improve the lack of Effective Instruction and materials	By September 2021, have a contract with the publisher of SIPPS to	Teachers attended three trainings as evidenced by this attendance sheet:	The SIPPS Curriculum was not able to be implemented until after

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<p>development for teachers, instructional aides, and school leaders regarding literacy instruction and literacy achievement and the use of data to help identify and support struggling pupils</p>	<p>grades K-3rd grade by purchasing and implementing supplemental materials that support phonics (SIPPS) as measured by district foundational skills assessments by the end of March 2022.</p>	<p>provide training to TK-3rd grade students</p> <p>By June 2022, the members of the ELSB Literacy team will complete the OERA training through CORE</p>	<p>SIPPS Training attendance</p> <p>All students in grades 1-3 received a 30 minute uninterrupted Foundational Skills block. The teachers utilized the SIPPS Curriculum after giving all K-3rd grade students a placement test</p> <p>SIPPS Trainer checked in regularly throughout the year: Teacher Check-in</p> <p>DIBELS Data</p> <p>In 1st grade 56% of students received a Composite score of Intensive on the DIBELS Assessment 2nd Grade- 34% scored Intensive on DIBELS Fluency 3rd grade- 80% scored intensive on DIBELS Fluency</p> <p>This data shows the team that we need to</p>	<p>winter break due to many factors including receiving materials and training. The students received only 5 months of access to the curriculum which we feel accounts for the achievement scores not matching what we expected.</p> <p>In 1st grade 56% of students received a Composite score of Intensive on the DIBELS Assessment 2nd Grade- 34% scored Intensive on DIBELS Fluency 3rd grade- 80% scored intensive on DIBELS Fluency</p> <p>After participating in a publisher training of SIPPS and a site sponsored lesson study of the SIPPS program all students were given the program diagnostic and leveled into appropriate lessons. All teachers</p>
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	<p>2. We will improve student reading outcomes by using data to drive our instruction using an Academic Conference format to examine student data and plan next steps for instruction as measured by district foundational skills common assessments by the end of each trimester .</p>	<p>The site will hold Academic Conference to examine student data and plan next steps for instruction as measured by district foundational skills common assessments by the end of each trimester .</p>	<p>work towards refinement of our SIPPS instruction. We also will be starting SIPPS instruction within the first month of school to allow students plenty of time to get through the entire curriculum.</p> <p>Session agendas DIBELS Data Teacher Instructional Plans</p>	<p>then implemented a foundational reading block that included SIPPS.</p> <p>The impact that OERA may or may not have had on student outcomes cannot be determined, at this time, because teachers were not comfortable starting the program this year. They were struggling with learning a new curriculum, learning about and implementing new assessments to monitor foundational reading skills this year. After a month and seeing the course load for the OERA program we decided to put that action item on hold until next year.</p> <p>The impact that academic conferences</p>
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				may or may not have had on student outcomes cannot be determined, at this time, because we were unable to secure the required subs to release the teachers to participate. We will however carry this plan into next year.
Professional development for teachers and school leaders regarding implementation of the curriculum framework for ELA/English Language Development (ELD) adopted by the State Board of Education (SBE) pursuant to Section 60207 of the <i>Education Code</i> and the use of data to support effective instruction	N/A	N/A	N/A	N/A

4. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address ***support for literacy learning***. [SB98 Sec113 (b)(e2A-B)]

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2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
<p>Purchase of literacy curriculum resources and instructional materials aligned with the ELA content standards and the curriculum framework for ELA/ELD adopted by the SBE, but only if the literacy action plan also includes professional development for staff on effective use of these materials</p>	<p>1. We will improve the lack of Effective Instruction and materials grades K-3rd grade by purchasing and implementing supplemental materials that support phonics (SIPPS) as measured by district foundational skills assessments by the end of March 2022.</p>	<p>By September 2021, have SIPPS materials for all K-3 teachers.</p> <p>By the end of the 1st trimester have teachers formally trained on SIPPS Curriculum and diagnostic assessments used as a part of the curriculum</p> <p>By the end of October 2021 teachers will have administered the SIPPS Diagnostic Assessment and be ready to start instruction</p>	<p>SIPPS PD Attendance Sheet Student SIPPS Groups by level Sloat Agreements for SIPPS</p> <p>In 1st grade 56% of students received a Composite score of Intensive on the DIBELS Assessment 2nd Grade- 34% scored Intensive on DIBELS Fluency 3rd grade- 80% scored intensive on DIBELS Fluency This data shows the team that we need to work towards refinement of our SIPPS instruction. We also will be starting SIPPS instruction within the first month of school to allow students plenty of</p>	<p>All of the actions were successfully completed but the timeline was drastically changed due to publisher back order of materials and publisher lack of trainers. The materials were received in late November. The trainings happened on March 10 (Beginning level), March 17th (Extension level), and March 24th Challenge. The materials were received at the end of November. This meant that students did not receive a full year of the curriculum In 1st grade 56% of students received a Composite score of Intensive on the DIBELS Assessment</p>

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			time to get through the entire curriculum.	<p>2nd Grade- 34% scored Intensive on DIBELS Fluency</p> <p>3rd grade- 80% scored intensive on DIBELS Fluency</p> <p>This data shows the team that we need to work towards refinement of our SIPPS instruction. We also will be starting SIPPS instruction within the first month of school to allow students plenty of time to get through the entire curriculum.</p>
Purchase of diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding the use of those assessment instruments	N/A	N/A	N/A	N/A

- Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address *pupil supports*. [SB98 Sec113 (b)(e3A-E)]

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2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Expanded learning programs, such as before- and after-school programs or summer school, to improve pupils’ access to literacy instruction	N/A	N/A	N/A	N/A
Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction	N/A	N/A	N/A	N/A
Strategies to improve school climate, pupil connectedness, and attendance and to reduce exclusionary discipline practices, including in-school suspensions, that may limit a pupil’s time in school	N/A	N/A	N/A	N/A

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Strategies to implement research-based social-emotional learning approaches, including restorative justice	N/A	N/A	N/A	N/A
Expanded access to the school library	1. We will improve the lack of Effective Instruction and materials grades K-3rd grade by purchasing and implementing supplemental materials that support phonics (SIPPS) as measured by district foundational skills assessments by the end of March 2022.	By September 2021, hire a full time librarian to expand TK-3rd grade students’ access to books in order to practice skills taught in the classroom. The librarian will be hired in support of goal 1 to support students with the fluency reading portion of the reading block as outlined by the SIPPS curriculum. The librarian will be responsible for ensuring that TK-3rd grade students have access to high quality and high interest reading material to be used during the reading	Library Expectations and Procedures On any given day the librarian reported that she had between 5-10 students at each grade level lunch taking advantage of the open library. The after school program would bring in the Kindergarten students 3 times a week for a story time before they began their homework. After school students in grades 1-3 who attended the after school program were given time to go to	This action step was done but the timeline was different than initially expected. The job was posted in September with no response. The job was then posted a few more times until there were qualified applicants. The librarian was finally hired on April 18th. All students 1-3 were brought to the library at least once a week by their teachers. Students in Transitional Kindergarten and Kindergarten came to the library together twice a week. They did

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		block including decodables.	the library after their snack time.	<p>not check out books but were read a story and allowed to explore and read in the library in order to become comfortable with the library.</p> <p>The teachers were allowed to sign-up for extra library time during the day if the librarian had an extra slot. 3rd grade took advantage of the time and allowed students to go to the library to do research on their end of the year report.</p>
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6. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address *family supports*. [SB98 Sec113 (b)(e4A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
	N/A	N/A	N/A	N/A

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Provision of mental health resources to support pupil learning				
Strategies to implement multi-tiered systems of support and the response to intervention approach	N/A	N/A	N/A	N/A
Development of literacy training and education for parents to help develop a supportive literacy environment in the home	2. We will improve student reading outcomes by using data to drive our instruction using an Academic Conference format to examine student data and plan next steps for instruction as measured by district foundational skills common assessments by the end of each trimester .	By June 2022, the site will hold 2 parent and family literacy training sessions.	Parent sign-in/Agenda	The impact that family nights may or may not have had on student outcomes cannot be determined, at this time, because The Family Nights did not happen this year. The district would not let us hold in-person events or host families on site this year. While we could have done them virtually, the librarian, who is responsible for the family nights, did not get hired until the end of the school year and there was no time to plan, organize, and hold a family night this year.

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				Our goal is for them to happen next year.
Strategies to improve parent and community engagement and to improve communication with parents regarding how to address pupils' literacy needs	2. We will continue to develop relationships with our families and community by hosting school wide events focused on students' successes. We also plan to create opportunities for parents to learn how to support the literacy development of their children.	By June 2022, the site will hold 2 parent and family literacy training sessions.	Parent sign-in/Agenda	The impact that Family Nights may or may not have had on student outcomes cannot be determined, at this time, because Family Nights did not happen this year. The district would not let us hold in-person events or host families on site this year. While we could have done them virtually the librarian, who is responsible for the family nights, did not get hired until the end of the school year and there was no time to plan, organize, and hold a family night this year. Our goal is for them to happen next year.

7. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current practices and unmet needs identified for addressing the root cause of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in ELA. [SB98 Sec113 (b)(d2A)]

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2021–2022	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	<p>Our district is currently supporting the implementation of a multi-tiered system of supports across all school sites aimed to develop high quality tier 1 instruction that prioritizes and addresses gaps in achievement across our district.</p>	<p>Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.</p>	<p>CSUS Social Work Interns served our community in many capacities: mentoring, facilitating groups, SEL Lessons, morning walk, recess activities, behavior interventions, and more.</p> <p>The PBIS committee were able to attend PBIS trainings that they brought back to the entire site</p> <p>Sac State Interns organized a Food/Books/Jacket and school supplies distribution in May</p> <p>The Student/Family Support Center is run by licensed social workers and served : 17 students requiring Tier 3 Intensive Services 83 students requiring Tier 2 Services 259 students required Tier 1 Services</p>	<p>60 students are still on the chronic absenteeism list</p> <p>The site needs to get more parents involved in School Site Council and ELAC as many of the families who are active in the site have graduated from John Sloat</p>

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Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Our BSW Interns facilitated a 3rd grade boys group to help support positive peer relations outside of the classroom Teachers reinforce PBIS strategies in the classroom	While the Interns facilitated one group there are many students at other grade levels who would need the extra support provided by the group. Need to have a school wide focus and recommitment to the PBIS strategies and implement them consistently across the campus
Experience of pupils below grade-level standard on the ELA content standards	Our district recognizes significant gaps in literacy achievement and identified a need for strengthening professional learning in the English Language Arts and early literacy focused on foundational skills. Based on our student achievement data in ELA, our district recognizes our need to provide professional learning essential to maintaining knowledge	Teacher experience and training differs greatly providing differing instruction to pupils. Assessments are inconsistently used to identify student needs. Small group and differentiated instruction is inconsistently applied across the district’s K-12 classrooms.	Benchmark Advance is used for Reading Comprehension SIPPS is used for phonics and word work to support the BMA Curriculum All students were given the SIPPS placement test so they could be started on the right lesson	After only half a year of SIPPS implementation on our site the students and teachers have picked up the routines and procedures. We still need to refine delivery and timing of the lessons

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	<p>of practice and application for early literacy instruction. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to support the use of common assessments to inform differentiated reading instruction and English language development.</p>		<p>SIPPS groups were started in the classroom and all students in the class received the same lesson until the last few months of school when students were tested and leveled into appropriate lessons</p>	
<p>Families of pupils below grade-level standard on the ELA content standards</p>	<p>Our persistent gaps in grade-level reading standards require strengthened partnerships with families and communities. Our district recognizes our need to strengthen our outreach and engagement with our families through School Site Council, ELAC, DELAC, and CAC meetings, literacy</p>	<p>We recognize the need to continue to engage with our family and community partners to ensure the success of all of our district’s students, specifically students that are below grade-level reading and literacy standards.</p>	<p>The school library is open before and after school. Parents were invited to be a part of the grand re-opening of the library</p> <p>The school has family nights to showcase student work</p>	<p>We need to implement family nights that support and empower families to be an advocate for their children and support their learning.</p> <p>We need to work on helping families feel like a integral part of the school community and increase their comfort with reaching out for</p>

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	nights, and parent-teacher conferences, among other events and regular partnerships.			help or support for their students
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8. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2021–2022	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
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<p>CDE SzD Revised 4/19/2022 Pupil performance data in ELA</p>	<p>Across the LEA, students were assessed using DIBELS at the beginning, middle, and end of the year. The assessment was inconsistently delivered so the results only reflect a fraction of our districts' students. The following (positive numbers) are the percentage of students that moved OUT of the Intensive Support category, indicating positive growth. Overall, data show that we are moving in the right direction in most categories: Some significant positive results:</p> <p>Kinder: Letter Naming Fluency +17% Phonemic Segmentation Fluency +24% Correct Letter Sounds +26%</p> <p>Grade: 1st Phonemic Segmentation Fluency +15% Correct Letter Sounds +9% Words Read Correctly +11% Word Reading Fluency +18% Oral Reading Fluency +17% Oral Reading Accuracy +8%</p>	<p>At the time of this report, our districts' 2022 SBAC ELA assessment data are not available to the public. We can expect that mitigating persistent gaps in achievement will remain a district priority.</p> <p>LEA DIBELS data show some weaknesses: negative numbers show the percentage of students needing intensive support which may indicate students that were tested for the first time and/or negative growth. This may also be due to inconsistent testing and a limited population of students assessed:</p> <p>Grade: 2nd Correct Letter Sounds +3% Words Read Correctly -5% Word Reading Fluency 0 Oral Reading Fluency -7</p>	<p>After implementing SIPPS there were some gains in the area of foundational reading</p> <p>The site agreed to give the DIBELS assessments as a school wide measure of reading progress</p> <p>In 1st grade 56% of students received a Composite score of Intensive on the DIBELS Assessment 2nd Grade- 34% scored Intensive on DIBELS Fluency 3rd grade- 80% scored intensive on DIBELS Fluency</p>	<p>The curriculum is new to almost all of the teachers. We need to refine delivery of the SIPPS lessons</p> <p>Students did not receive a full year of SIPPS instruction. We need to start SIPPS instruction at the beginning of the year.</p>
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		<p>Oral Reading Accuracy +47 MAZE 0</p> <p>Grade: 3rd Correct Letter Sounds -8% Words Read Correctly +2% Word Reading Fluency -11% Oral Reading Fluency -1% Oral Reading Accuracy +23% MAZE -21%</p>		
Data on effective practices (<i>reference previous chart</i>)	Our district recognizes that we have a need for a district wide commitment to the professional learning of everyone in our system including developing high-quality tier one instruction in early literacy.	Professional learning in the areas of early literacy were available to our district teachers and were consistently offered throughout the 2021-22 school year.	The site agreed to give the DIBELS assessments as a school wide measure of reading progress	Data was not analyzed and used to drive instruction
Data on ineffective practices (<i>reference previous chart</i>)	Currently, our system applies the delivery of high quality tier one literacy instruction inconsistently across our schools and classrooms, resulting in a persistent achievement gap.	Professional learning was inconsistently accessed across the system. Common literacy assessments were used inconsistently across the LEA.	The site agreed to give the DIBELS assessments as a school wide measure of reading progress	Data was not analyzed and used to drive instruction

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Equity and performance gaps	<p>We recognize that our performance gaps are significant and unacceptable. We continue to focus on developing our teachers’ capacity to provide equity of opportunity for ALL of our students to access early literacy skills.</p>	<p>Relying solely on Smarter Balanced once per year data is not a best practice. Common, reliable, valid and regular assessments both formative and summative, are not applied consistently across our sites to diagnose, monitor growth and inform how schools target, support and design differentiated instruction.</p>	<p>Teachers are able to pull reports with their students current ELPAC levels</p> <p>70% of Asian students report a positive experience on the school climate survey 72.7% of African American students report a positive experience on the school climate survey 75% of hispanic students report a positive experience on the school climate survey</p>	<p>Our EL students are further behind than their English Only speaking peers in measures of phonemic awareness, fluency, and reading comprehension</p> <p>ELD is done inconsistently as a site</p> <p>89% of the 3rd grade students receiving free and reduced lunch did not meet standard on the 21/22 CAASP Test</p>
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9. Based on the reassessment of the needs, identify the action items and metrics described in the literacy action plan for each eligible participating site to more effectively address the areas described in the literacy action plan. [SB98 Sec113 (b)(e3A-D)(e2A-B)(e3A-E)(e4A-E)]

2021–2022	Original Action Item(s)	Adjusted Action Item(s)	Justification for the Changes	Goal and Tools for Assessment Towards
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				Achievement of the Goal
Access to high-quality instruction	Provide SIPPS as a supplement to the ELA curriculum	Provide follow-up training on SIPPS as well as foundational reading	Teachers have had experience with the SIPPS curriculum and have an understanding of the pacing, routines, and sequence. Now is the time to refine and fine tune SIPPS instruction.	Use academic conferences as a time to look at implementation and planning Use collaborative planning time to dig into the SIPPS curriculum by level and practice delivery and planning
Support for literacy learning	Teachers will take part in the OERA training	Continue with the original plan since we were unable to accomplish this goal this year.	N/A	N/A
Pupil supports	We will improve student reading outcomes by using data to drive our instruction using an Academic Conference format to examine student data and plan next steps for instruction as measured by district foundational skills common assessments by the end of each trimester	Continue with the original plan since we were unable to accomplish this goal this year.	N/A	N/A
Family supports	Family Nights that support literacy	Continue with the original plan since we	N/A	N/A

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		were unable to fully implement and accomplish this goal this year.		
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NOTE: At the end of the second year of grant eligibility, a LEA with an eligible school shall, as a non consent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy action plan. The LEA may modify the literacy action plan based on this update, consistent with the authorized uses of the grant funds. [SB98 Sec113 (f6)]

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Based on the root cause analysis and needs assessment conducted during the Planning Year (2020–21), Early Literacy Support Block (ELSB) Grant participating local educational agencies (LEAs) developed three-year literacy action plans that include goals and actions to improve literacy instruction at each eligible school. The literacy action plans identify metrics to measure progress toward the goals and planned expenditures, which fund supplemental activities targeted for kindergarten and grades one to three, inclusive.

On an annual basis, each LEA with an eligible school shall submit to the California Department of Education, the school site council at each eligible school, and the governing board or body of the LEA a report on achievement towards the actions and goals described, and an assessment of progress made on the metrics identified, in its literacy action plan. These reports shall also be publicly posted on the LEA’s website.

For Implementation Year 1 (2021–22), the LEA Program Lead shall complete the template below for each eligible participating school and submit this form to ELSBGrant@cde.ca.gov between June 30, 2022 and July 30, 2022.

Site principal and author of this report: Joanna Evans

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LEA Name: Sacramento Unified School District

Program Lead: Shannon Pella

Email: shannon-pella@scusd.edu

Fiscal Lead: Gabe Estrada

Email: Gabe-estrada@scusd.edu

Eligible Participating School(s) – select box next to the site for which this report applies:

X1. John Still K-8	<input type="checkbox"/> 6. Select to enter text.
<input type="checkbox"/> 2. Select to enter text.	<input type="checkbox"/> 7. Select to enter text.
<input type="checkbox"/> 3. Select to enter text.	<input type="checkbox"/> 8. Select to enter text.
<input type="checkbox"/> 4. Select to enter text.	<input type="checkbox"/> 9. Select to enter text.
<input type="checkbox"/> 5. Select to enter text.	<input type="checkbox"/> 10. Select to enter text.

Supporting Agency or Agencies: (i.e. ELSB Grant Expert Lead in Literacy, local county office of education, etc.): Sacramento County Office of Education

Early Literacy Support Block Grant Annual Report

Implementation Year 1: 2021–22

(REV. 04/2022)

LEA URL for public posting of ELSB Grant Reports:

<https://www.scusd.edu/early-literacy-support-block-grant>

NOTE: Please indicate N/A in all sections that do not apply.

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1. In review, please complete the chart below to specify the practices and unmet needs, identified when conducting the root cause analysis, of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in English language arts (ELA). [SB98 Sec113 (b)(d2A)]

2020–2021	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
School climate	Our district is currently supporting the implementation of a multi-tiered system of supports (MTSS) across all school sites aimed to support a safe and positive school climate.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Quarterly recognition assemblies for students are actively being held in K-3 to acknowledge students for academic, behavior, and attendance accomplishments.	Monthly student recognition for students in K-3 who reach their personal goals in reading. Having monthly family literacy nights targeted for primary grades.
Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Monthly recognition assemblies for students in K-3 to celebrate positive behavior and attendance.	We were unable to continue this as a monthly practice with parents present this past school year and would like to return to this as a regular occurrence moving forward.
Experience of pupils below grade-level standard on the ELA content standards	Our district has identified a need for strengthening professional learning in the English Language Arts and early literacy focused on foundational skills. Based on	Teacher experience and training differs greatly providing differing instruction to pupils.	By December 2021 our primary teachers will have met in an Academic Conference to identify targeted data points to measure	We need to focus on engaging in PDSAs that will benefit students and to help teachers guide intervention.

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	<p>our student achievement data in ELA, our district recognizes our need to provide professional learning essential to maintaining knowledge of practice and application for early literacy instruction. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to support the use of common assessments to inform differentiated reading instruction and English language development.</p>	<p>Assessments are not commonly used to identify student needs.</p> <p>Small group and differentiated instruction is inconsistent in classrooms.</p>	<p>growth and to help guide intervention. Develop PDSA cycles to guide instructional strategies.</p>	
<p>Experience of families of pupils below grade-level standard on the ELA content standards</p>	<p>All students receive ELA instruction through the district adopted curriculum, Benchmark Advance. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to encourage/support the use of common assessments to inform differentiated reading instruction.</p>	<p>Our district recognizes that we need a system-wide focus on structured literacy which includes foundational skill building (phonics, phonemic awareness, fluency, and comprehension).</p>	<p>Nothing had been done to host monthly family literacy nights.</p>	<p>Monthly family literacy nights beginning in September of 2021 for grades K-3 , to provide parents with strategies to support their students’ reading progress.</p>

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2. In review, please complete the chart below to specify the previously identified areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2020–2021	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	Our district is currently supporting the implementation of a multi-tiered system of supports (MTSS) across all school sites aimed to develop high quality tier 1 instruction that prioritizes and addresses gaps in achievement across our district. the district’s preliminary efforts to implement a system-wide Multi-Tiered System of Supports (MTSS) resulted in a comprehensive multi-year plan with installation to begin in 2020-21	Our previously reported SBAC data from 2019 revealed significant distance from the standards for 3 rd grade in ELA all students -21.5 (DFS). Gaps between groups show greater DFS in low income, students with disabilities, ELs, African American and Hispanic/Latino students. For example, African American students’ performances increased by 3.8 points but remained 72.5 points below grade level standards. Foster Youth scores also rose by 16.8 but still landed 82.3 points below grade level standards.	Teachers have been trained in using SIPPS and most K-3 teachers have several years experience with SIPPS at this point. Students in 2nd and 3rd grade have also had SIPPS since Kinder at this point.	Although we have been working with SIPPS for the past several years, our teachers are still struggling to implement the program with fidelity. The SIPPS assessments are not being used across all classes and the District assessments are not being universally used in a way that drives instruction or benefits students through strategic grouping

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		Increases were evident among Hispanic, Pacific Islander, and students with socioeconomic disadvantages yet each of these groups scored below grade level standards for the English Language Arts.		
Data on effective practices (<i>reference previous chart</i>)	During the time of our four participating schools' root cause analyses, our district literacy leadership teams from all four ELSB qualifying schools attended a series of nine professional development sessions facilitated by Sacramento County Office of Education, CORE and Pivot Learning.	Although Filipino students declined by 3.1 points, as a group, are 22.6 points above the standard. Students identifying Two or More Races scored at 3.3 points above the standards and increased by 3.3 points. Students that identified as White increased by 8.8 points and performed 34.1 points above the standard.	DIBELS, SIPPS Assessment shows positive growth.	Our students still need work in comprehension in 2nd and 3rd grades.

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<p>Data on ineffective practices (<i>reference previous chart</i>)</p>	<p>All ELSB literacy leadership teams engaged in professional learning on the components of a high-quality ELA curriculum and examined the district’s adopted curriculum, Benchmark Advance.</p>	<p>This revealed a weakness in curricular materials e.g., a focus on the area of explicit and systematic instruction in structured literacy.</p>	<p>We have been working with SIPPS for 4 years and teachers have varying levels of experience.</p>	<p>Interim 2 it was evident that our students are continuing to struggle with phonemic awareness, decoding, and reading comprehension. Although we have been working with SIPPS for the past several years, our teachers are still struggling to implement the program with fidelity.</p>
<p>Equity and performance gaps</p>	<p>Our district recognizes our significant achievement gaps and are committed to a shift to focus on professional learning within a strong multi-tiered system of supports in order to prioritize professional learning in high quality tier one instruction to mitigate gaps in achievement.</p>	<p>CDE Dashboard data from 2019 show that our schools are meeting the needs of <i>some</i> but not <i>all</i> of our students. This gap is not only in academic achievement, it persists in areas such as suspension rates, graduation rates, and college and career preparedness. For example, our suspension rates are highest among Foster Youth and Students with Disabilities as</p>	<p>Students have been exposed to SIPPS over the past several years with varying levels of efficacy.</p>	<p>After looking at the data and the causes that we can control, we realize that our needs are to focus on consistent instructional practices across the K-3 grade levels.</p>

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		well as Pacific Islander and Hispanic students. Our African American students and our students who are homeless have the highest rates of chronic absenteeism.		
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3. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address access to ***high-quality teaching***. [SB98 Sec113 (b)(e1A-D)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Hiring of literacy coaches or instructional aides to provide support to struggling pupils, including, among others, bilingual reading specialists to support English learner programs.	Hire a literacy coach for K-3, to target our specific focus points in the area of reading foundational skills.	<i>By September 2021, hire a literacy coach to work with students in grades K–3, focusing specifically on foundational reading skills using the SIPPS curriculum.</i>	John Still Root Cause Analysis: Problem Statement: More than 70% of our students are not at grade level proficiency in reading as evidenced by our DIBELS assessment. <u>Root Cause Analysis Jam Board</u> John Still Needs Assessment: We will improve our knowledge and skills analyzing assessment data: <u>Needs Assessment</u>	Unknown outcome because the District would not allow hiring of personnel outside classroom positions.

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Development of strategies to provide culturally responsive curriculum and instruction	N/A	N/A	<p>John Still Root Cause Analysis: More than 70% of our students are not at grade level proficiency in reading as evidenced by our DIBELS assessment. Root Cause Analysis Jam Board</p> <p>John Still Needs We will improve our knowledge and skills analyzing assessment data: Needs Assessment</p>	N/A
Evidence-based professional development for teachers, instructional aides, and school leaders regarding literacy instruction and literacy achievement and the use of data to help identify and support struggling pupils	In support of goals 1, 2.3, and 4, by June 2022 professional development provided by our Literacy Coach, will improve our ability to target instruction based on the assessment data.	The plan includes planning common assessments, analyzing assessment data, and collaborating to maximize our master calendar and differentiated instruction through professional development led by our Literacy Coach. We would begin collaborating and planning a calendar in the first trimester of	<p>Goal 2 Data Analysis SIPPS & DIBELS</p> <p>Summary of findings when comparing from February- May 2022:</p> <p>SIPPS can be seen in the accuracy ORF score specifically.</p> <p>NWF = decoding is an area of emphasis, struggling because they are trying to make words, timing is a factor because it takes time (idea is to have nonsense words as brain work)</p>	<p>Positive: John Still K-3 saw growth in the following areas directly tied to our professional development action plan.</p> <p>K & 1: Letter Name Fluency, & Word Reading Fluency</p> <p>2 & 3: Nonsense Word Fluency (decoding) & Accuracy in Oral Reading Fluency</p>

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		<p>2021, analyzing assessment data by the beginning of the second trimester of 2021 and monitor and adjust to continue this work throughout the remainder of the 2021 school year and into the next year.</p>	<p>WRF: sight words are comparatively a strength versus decoding</p> <p>ORF is comparatively a strength versus single word identification</p> <p>MAZE: need in comprehension as compared to word reading in context, need in making meaning of what is being read in addition to lifting words from the page</p> <p>Need to strengthen nonsense words because they translate to syllable in polysyllabic</p>	<p>Negative: Comprehension, in DIBELS- MAZE in grades 2 and 3.</p>
<p>Professional development for teachers and school leaders regarding implementation of the curriculum framework for ELA/English Language Development (ELD) adopted by the State Board of Education (SBE) pursuant to Section 60207 of the <i>Education Code</i> and the use of data</p>	<p>In support of goals 1, 2 and 3, by June 2022 we will improve our overall knowledge and understanding of the ELA/ELD framework and its implementation through professional development</p>	<p>The plan includes analyzing assessment data and collaborating to differentiate instruction to work in alignment with the standards laid out in the ELA/ELD framework with the assistance of our literacy coach. We would begin collaborating and planning in the first trimester of 2021, analyzing assessment data by the beginning</p>	<p><u>Goal 2 Data Analysis SIPPS & DIBELS</u> (as noted above)</p> <p>Our teachers engage in regular academic conferences at least four times per year to analyze data from DIBELS and SIPPS assessments. Our reflection rubrics are aligned to the ELA/ELD frameworks and reveal our consistent effort to use our data to inform instruction. Please see</p>	<p>Positive: Teachers and students have shown marked growth from the implementation of the PD as noted in the SIPPS and DIBELS data and the Reflection Rubric.</p> <p>Negative: Site admin has not been able to spend as much time walking through classrooms and</p>

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to support effective instruction		of the second trimester of 2021 and monitor and adjust to continue this work throughout the remainder of the 2021 school year and into the next year.	our Reflection Rubric... for how we structure our academic conferences for maximum productivity and learning.	observing teachers as they would both like.
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4. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address *support for literacy learning*. [SB98 Sec113 (b)(e2A-B)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Purchase of literacy curriculum resources and instructional materials aligned with the ELA content	N/A	N/A	N/A	N/A

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standards and the curriculum framework for ELA/ELD adopted by the SBE, but only if the literacy action plan also includes professional development for staff on effective use of these materials				
Purchase of diagnostic assessment instruments to help assess pupil needs and progress and training for school staff regarding the use of those assessment instruments	N/A	N/A	N/A	N/A

5. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address *pupil supports*. [SB98 Sec113 (b)(e3A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Expanded learning programs, such as before- and after-school	N/A	N/A	N/A	N/A

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programs or summer school, to improve pupils' access to literacy instruction				
Extended school day to enable implementation of breakfast in the classroom or library models to support expanded literacy instruction	N/A	N/A	N/A	N/A
Strategies to improve school climate, pupil connectedness, and attendance and to reduce exclusionary discipline practices, including in-school suspensions, that may limit a pupil's time in school	Providing a broader range of access to the library to support independent reading for K-3 students. Having monthly family literacy nights targeted for primary grades. School wide and individualized reading incentives for K-3 students.	Monthly student recognition for students in K-3 who reach their personal goals in reading.	We extended the amount of time that our school library is available to students as evidenced by our library agenda: ☰ John Still K-8 202...	Positive: Students are coming into the library more regularly and reading more. We have gotten our bulletin boards up in the cafeteria to monitor recognition. Negative: We have not yet gotten to the point where we recognize individual students publicly.
Strategies to implement research-based	N/A	N/A	N/A	N/A

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social-emotional learning approaches, including restorative justice				
Expanded access to the school library	In support of goal 4 by June of 2024, the library technician will provide library access to K-3 students before, during and after school, as well as during recess and lunch to promote reading schoolwide.	Number of books checked out by students/ classes. Tracking the number of pages read by students/ classes.	Students from K-3 are visiting the library at least once per week. John Still K-8 202...	Positive: We have seen an increase in the number of visits our K-3 classes are able to make to the library.

6. Based on the root cause analysis and needs assessment, identify the action items and metrics described in the literacy action plan for each eligible participating site to address *family supports*. [SB98 Sec113 (b)(e4A-E)]

2021–2022	Specific Goal	Specific Action	Metrics for Assessment Towards Achievement of the Goal	Rationale for Positive/Negative Outcome
Development of trauma-informed practices and supports for pupils and families	N/A	N/A	N/A	N/A
Provision of mental health resources to support pupil learning	N/A	N/A	N/A	N/A

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Strategies to implement multi-tiered systems of support and the response to intervention approach	By December 2021 our primary teachers will have met in an Academic Conference to identify targeted data points to measure growth and to help guide intervention. Develop PDSA cycles to guide instructional strategies.	Support teacher-created PDSA cycles, track student progress, and strategically develop an intervention plan as necessary.	3 out of 4 grade level teams rated the productivity of the academic conferences very high 80-100%. Academic conferences revealed overall, all four grade-level teams asked for more administrator walk-thoughts. Academic Conferences/Collaborative Planning/Coaching Reflection Rubric...	Positive: teachers have met to discuss data and measure growth to guide intervention Negative: PDSA cycles have not been executed.
Development of literacy training and education for parents to help develop a supportive literacy environment in the home	Monthly family literacy nights beginning in September of 2021 for grades K-3, to provide parents with strategies to support their students' reading progress	Teachers and site administration at our school engage in ongoing partnership with families to promote student learning. We have built partnerships with outside organizations like PIQE to further that parent	No Action	Negative: We have not yet begun work on this goal.

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		empowerment and education. This area is already addressed in our site plans and programming.		
Strategies to improve parent and community engagement and to improve communication with parents regarding how to address pupils' literacy needs	Monthly family literacy nights for K-3 families beginning in September of 2021, will provide parents with strategies to support their students' reading progress. Ongoing community/school engagement support from outside community partner(s) - PIQE, 2021-2022.	Teachers and site administration at our school engage in ongoing partnership with families to promote student learning. We have built partnerships with outside organizations like PIQE to further that parent empowerment and education. This area is already addressed in our site plans and programming.	N/A	Negative: We have not yet begun work on this goal.

7. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current practices and unmet needs identified for addressing the root cause of having the highest percentage of pupils in grade three scoring at the lowest achievement standard level, also referred to as the Level 1 achievement level, on the consortium summative assessment in ELA. [SB98 Sec113 (b)(d2A)]

2021–2022	LEA Practices	LEA Unmet Needs	School-Level Practices	School-Level Unmet Needs
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School climate	Our district is currently supporting the implementation of a multi-tiered system of supports across all school sites aimed to develop high quality tier 1 instruction that prioritizes and addresses gaps in achievement across our district.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	Quarterly recognition assemblies to acknowledge academics, behavior and attendance.	Providing a broader range of access to the library to support independent reading for K-3 students. Having monthly family literacy nights targeted for primary grades. School wide and individualized reading incentives for K-3 students.
Social-emotional learning	Our district is committed to supporting schools to build their capacity for supporting students’ social emotional learning by dedicating resources through our Curriculum and Instruction Department for district-wide professional learning.	Although critical to our work as a district, this issue was not examined as a core issue during our root cause analysis.	N/A	N/A
Experience of pupils below grade-level standard on the ELA content standards	Our district recognizes significant gaps in literacy achievement and identified a need for strengthening professional learning in the English Language	Teacher experience and training differs greatly providing differing instruction to pupils.	John Still Root Cause Analysis: More than 70% of our students are not at grade level proficiency in reading as evidenced by our DIBELS assessment.	Support teacher-created PDSA cycles, track student progress, and strategically develop an intervention plan as necessary.

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	<p>Arts and early literacy focused on foundational skills. Based on our student achievement data in ELA, our district recognizes our need to provide professional learning essential to maintaining knowledge of practice and application for early literacy instruction. Our Curriculum and Instruction Department is currently strengthening professional learning in the science of teaching reading as well as to support the use of common assessments to inform differentiated reading instruction and English language development.</p>	<p>Assessments are inconsistently used to identify student needs.</p> <p>Small group and differentiated instruction is inconsistently applied across the district’s K-12 classrooms.</p>	<p>Root Cause Analysis Jam Board</p> <p>John Still Needs Assessment: We will improve our knowledge and skills analyzing assessment data: Needs Assessment</p>	
<p>Families of pupils below grade-level standard on the ELA content standards</p>	<p>Our persistent gaps in grade-level reading standards require strengthened partnerships with families and</p>	<p>We recognize the need to continue to engage with our family and community partners to ensure the success of all of our district’s</p>	<p>Minimal action to date.</p>	<p>Monthly family literacy nights for K-3 families beginning in September of 2021, will provide parents with strategies to support their students’</p>

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	<p>communities. Our district recognizes our need to strengthen our outreach and engagement with our families through School Site Council, ELAC, DELAC, and CAC meetings, literacy nights, and parent-teacher conferences, among other events and regular partnerships</p>	<p>students, specifically students that are below grade-level reading and literacy standards.</p>		<p>reading progress. Ongoing community/school engagement support from outside community partner(s) - PIQE, 2021-2022.</p>
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8. Following the first year of implementation, please reassess the needs by completing the chart below to specify the current areas of strength and weakness of both the eligible school and the LEA with regard to literacy instruction in kindergarten and grades one to three, inclusive. [SB98 Sec113 (b)(d2B)]

2021–2022	LEA Strength	LEA Weakness	School-Level Strength	School-Level Weakness
Pupil performance data in ELA	<p>Across the LEA, students were assessed using DIBELS at the beginning, middle, and end of the year. The assessment was inconsistently delivered so the results only reflect a fraction of our</p>	<p>At the time of this report, our districts’ 2022 SBAC ELA assessment data are not available to the public. We can expect that mitigating persistent gaps in achievement</p>	<p>Our site has successfully implemented a continuous cycle of improvement process through which our teachers regularly assess our students and engage in academic conferences to analyze data from</p>	<p>Comprehension and vocabulary continue to be an area of weakness.</p>

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	<p>districts’ students. The following (positive numbers) are the percentage of students that moved OUT of the Intensive Support category, indicating positive growth. Overall, data show that we are moving in the right direction in most categories: Some significant positive results:</p> <p>Kinder: Letter Naming Fluency +17% Phonemic Segmentation Fluency +24% Correct Letter Sounds +26%</p> <p>Grade: 1 Phonemic Segmentation Fluency +15% Correct Letter Sounds +9% Words Read Correctly +11% Word Reading Fluency +18%</p>	<p>will remain a district priority.</p> <p>LEA DIBELS data show some weaknesses: negative numbers show the percentage of students needing intensive support which may indicate students that were tested for the first time and/or negative growth. This may also be due to inconsistent testing and a limited population of students assessed:</p> <p>Grade: 2 Words Read Correctly -5% Word Reading Fluency 0 Oral Reading Fluency -7 MAZE 0</p> <p>Grade: 3 Correct Letter Sounds -8%</p>	<p>these assessments. We will continue this process into the next grant years and beyond in order to continue to grow our capacity to use our data to inform instruction.</p>	
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	<p>Oral Reading Fluency +17%</p> <p>Oral Reading Accuracy +8%</p> <p>Grade 2: Correct Letter Sounds +3%</p> <p>Oral Reading Accuracy +47</p> <p>Grade 3 Words Read Correctly +2%</p> <p>Oral Reading Accuracy +23%</p>	<p>Word Reading Fluency -11%</p> <p>Oral Reading Fluency -1%</p> <p>MAZE -21%</p>		
<p>Data on effective practices (<i>reference previous chart</i>)</p>	<p>Our district recognizes that we have a need for a district wide commitment to the professional learning of everyone in our system including developing high-quality tier one instruction in early literacy.</p>	<p>Professional learning in the areas of early literacy were available to our district teachers and were consistently offered throughout the 2021-22 school year.</p>	<p>Continued use of SIPPS, SIPPS and DIBELS data, improved fidelity and planning among grade level teams, common assessment practices as evidences by the series of documentation in this folder: Year 1 Implementation</p>	<p>Need for additional Phonics resources.</p> <p>Purchased and implemented Heggerty for future use.</p>
	<p>Currently, our system applies the delivery of high quality tier one</p>	<p>Professional learning was inconsistently accessed across the</p>	<p>Students are making marked growth in LNF, WRF in K/1 and NWF,</p>	<p>Teachers need to participate in OERA</p>

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Data on ineffective practices (<i>reference previous chart</i>)	literacy instruction inconsistently across our schools and classrooms, resulting in a persistent achievement gap.	system. Common literacy assessments were used inconsistently across the LEA.	ORF in grades 2 and 3. Our site is committed to continuing our academic conferences in which we look closely at our data from classroom embedded assessments to inform our supports, targeted interventions and differentiated instruction. Materials are detailed in this folder: Year 1 Implementation	
Equity and performance gaps	Staff attended training for SIPPS on two separate days in 4 offerings. Annual consulting site visits from SIPPS trainers, for follow up training to ensure fidelity and to troubleshoot any concerns. After teachers are trained, in year two, hire SIPP's trained reading aides.	Relying solely on Smarter Balanced once per year data is not a best practice. Common, reliable, valid and regular assessments both formative and summative, are not applied consistently across our sites to diagnose, monitor growth and inform how schools target, support and design differentiated instruction.	Students are making marked growth in LNF, WRF in K/1 and NWF, ORF in grades 2 and 3. Our site is committed to continuing our academic conferences in which we look closely at our data from classroom embedded assessments to inform our supports, targeted interventions and differentiated instruction. Materials are detailed in this folder:	Maze and comprehension scores are still the lowest scores.

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			Year 1 Implementation
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9. Based on the reassessment of the needs, identify the action items and metrics described in the literacy action plan for each eligible participating site to more effectively address the areas described in the literacy action plan. [SB98 Sec113 (b)(e3A-D)(e2A-B)(e3A-E)(e4A-E)]

2021–2022	Original Action Item(s)	Adjusted Action Item(s)	Justification for the Changes	Goal and Tools for Assessment Towards Achievement of the Goal
Access to high-quality instruction	Participation by teachers in Online Elementary Reading Academy, OERA	None.	Teachers did not complete this program and will enroll instead this year if we can accommodate financially.	Enrollment for teachers in OERA this year.
Support for literacy learning	OERA for teachers.	None.	Teachers did not complete this PD and will enroll instead this year.	Enrollment for teachers in OERA this year.
Pupil supports	Support BMA with SIPPS.	Purchase and use Heggerty in K-3	Lack of phonics resource to accompany SIPPS and BMA,	Heggerty will be used in addition to SIPPS and BMA to support phonics and literacy.
Family supports	N/A	N/A	N/A	N/A

NOTE: At the end of the second year of grant eligibility, a LEA with an eligible school shall, as a non consent agenda item at a regularly scheduled, publicly noticed meeting of its governing board or body, provide an update on progress implementing the literacy

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action plan. The LEA may modify the literacy action plan based on this update, consistent with the authorized uses of the grant funds.
[SB98 Sec113 (f6)]



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1

Meeting Date: September 8, 2022

Subject: Approve the Submission of Credential Waiver Applications to the California Commission on Teacher Credentialing

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

Division: Human Resource Services

Recommendation: Approve the Submission of Credential Waiver Applications to the California Commission on Teacher Credentialing.

Background/Rationale: In order to exercise additional options in which to fill vacant certificated positions, Human Resources will be submitting credential waiver applications to the Commission on Teacher Credentialing for approval. The teachers on the attached list hold a California Preliminary Teaching Credential in their respective subject areas.

The Waiver requests are for specific certifications as teachers continue to work towards their English Language Authorizations, Bilingual Authorization or Basic Skills Requirement. This approval authorizes and delegates to the Superintendent, or his designee, to take all necessary measures and action to obtain the approval of these credential waivers.

Financial Considerations: None

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

Documents Attached:

1. Executive Summary
2. Waiver Request

Estimated Time of Presentation: 2 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Jorge Aguilar, Superintendent

Board of Education Executive Summary

Human Resource Services

Approve the Submission of a Credential Waiver Application to the California Commission on Teacher Credentialing
September 8, 2022



I. Overview/History of Department or Program

Since July 1, 1994, the California Commission on Teacher Credentialing (Commission) has had the sole authority to review requests by employing school districts to temporarily waive specific credential requirements for individuals. Waivers are requested by employing agencies when they have exhausted their attempts to find a credentialed individual or an individual who is eligible for an emergency permit. When adopting regulations and developing procedures for exercising its authority, the Commission established as the fundamental goal of the waiver process the transitioning of individuals from waivers to emergency permits and ultimately to full credentials. Since the requirements for credential waivers are at a level below those for emergency permits, regulations require that every waiver presented to the Commission's Appeals and Waivers Committee must go through a public notice process at the local level. Governing boards of public school districts must approve each waiver in a public meeting.

II. Driving Governance:

The Commission is the agency of California government that licenses teachers and other professionals who serve in the public schools. As the policy-making body that establishes and maintains standards for the education profession in the state, the Commission is concerned with the quality and effectiveness of the preparation of teachers and other school practitioners. On behalf of the education profession and the general public, one of the Commission's most important responsibilities is to establish and implement strong, effective standards of quality for the preparation and assessment of teachers who will teach English learners.

Twenty-five percent of all children enrolled in California public schools are designated as English learners and require specialized instruction in English language development. For these reasons, California has placed a high priority on preparing teachers to work with students from multicultural and linguistically diverse backgrounds. Since 1970, the State of California has required that classes designed to serve students primarily designated as English Learners in public schools must be taught by teachers who have the appropriate preparation to teach linguistically and culturally diverse students.

III. Budget: N/A

IV. Goals, Objectives and Measures:

In order to exercise additional options in which to fill vacant certificated position, Human Resources will be submitting credential waiver applications to the Commission on Teacher Credentialing for approval. The teachers in these current positions hold a California Preliminary

Board of Education Executive Summary

Human Resource Services

Approve the Submission of a Credential Waiver Application to the California Commission on Teacher Credentialing
September 8, 2022



Teaching Credential in their respective subject area and have been working towards the English Language Authorizations, Bilingual Authorization or CBEST Exam. However, additional time is needed to complete the credential process.

V. Major Initiatives:

The school district must submit these waiver requests for current employees who continue to complete programs and move toward this authorization, as well as for newly hired employees who need to enter into an approved program. Having 100% of teachers qualified to teach English Language learners is essential.

VI. Results:

The following teachers will be able to continue in their current positions:

- Lance Bautista - ROTC Teacher, High School

VII. Lessons Learned/Next Steps:

Staff recommends the approval of the Submission of a Credential Waiver Application to the California Commission on Teacher Credentialing.

REGULAR BOARD MEETING FOR September 8, 2022
CREDENTIAL WAIVER REQUEST

Name	Position/Location	Education Code Section	Brief Description of Section
Lance Bautista	Teacher, High School ROTC, Air Force Hiram Johnson High School	EC §44253.3	Professional Preparation Program – Crosscultural, Language & Academic Development (BCLAD)



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.2

Meeting Date: September 8, 2022

Subject: First Reading of Revised Board Policy (BP 5141.21) Administering Medication and Monitoring Health Conditions

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

Division: Student Support & Health Services

Recommendation: Approve revision to Board Policy 5141.21

Background/Rationale: SCUSD is in the process of adding another life-saving rescue medication to all our school sites, with the provision of Naloxone (NARCAN) nasal spray. It is important to know that all our school sites have a number of emergency and rescue measures at their disposal, including an automated external defibrillator machine (AED) to restart heart rhythms, epinephrine auto-injectors in the case of a severe allergic reaction, and now Naloxone nasal spray in the event of a suspected opioid overdose. Sacramento County has experienced over a hundred deaths due to opioid overdose, and this year the rates of death continue to increase. As individuals cope with the multiple traumas brought on or exacerbated by the Covid pandemic, substance use in general has increased. While SCUSD will take every action to educate our students about the dangers of substance use, we are also taking proactive measures to protect lives. Updates also include reference to parental administration of medical cannabis. The updates include language in the CSBA Gamut model policy.

Financial Considerations: None

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

Documents Attached:

1. Executive Summary
2. BP 5142.21 (Redlines)

Estimated Time of Presentation: 5 Minutes

Submitted by: Victoria Flores, Director Student Support & Health Services

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Student Support and Health Services

First Reading of Revised Board Policy (BP 5141.21): Administering Medication
And Monitoring Health Conditions
September 8, 2022



I. Overview/History of Department or Program

Sacramento County has experienced over a hundred deaths due to opioid overdose, and this year the rates of death continue to increase. As individuals cope with the multiple traumas brought on or exacerbated by the Covid pandemic, substance use in general has increased. While SCUSD will take every action to educate our students about the dangers of substance use, we are also taking proactive measures to protect lives.

The Naloxone Distribution Project (NDP) is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) and administered by the California Department of Health Care Services (DHCS) to combat opioid overdose-related deaths by providing free naloxone nasal spray. Through the NDP, school districts are able to request free naloxone from DHCS. A number of California state laws support these efforts in schools and those trained to administer.

Naloxone is a life-saving medication that reverses an opioid overdose while having little to no effect on an individual if opioids are not present in their system. Naloxone works by blocking the opioid receptor sites, reversing the toxic effects of the overdose. Naloxone is not a controlled substance and has few known adverse effects, and no potential for abuse.

Student Support & Health Services staff will manage the Naloxone program, same as the AED and Epinephrine programs, including updating Board Policy 5141.21, stocking Naloxone, and providing education and administration training for staff. We expect to implement this rescue medication at the beginning of the 22-23 school year.

Revisions to Board Policy 5141.21 also reflects the most recent CSBA model policy updates, which allows parents/guardians to request permission to provide medically authorized and approved medicinal cannabis treatment to their student, excluding smokeable or vapeable form. School staff are School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

II. Driving Governance:

Driving governance for this policy includes the district's LCAP goal of "Safe, Emotionally Healthy and Engaged Students." This policy is a reflection of California law:
Naloxone:

- Statute(s) • Cal. Civ. Code § 1714.22 (immunity provisions).
- Cal. Bus. & Prof. Code § 4052.01 (pharmacist furnishing)
- Cal. Health & Safety Code § 1179.80 (funding for programs)
- Cal. Welf. & Inst. Code § 14132.968 (Medi-Cal naloxone requirement).
- Cal. Educ. Code § 49414.3 (naloxone in schools).

Board of Education Executive Summary

Student Support and Health Services

First Reading of Revised Board Policy (BP 5141.21): Administering Medication
And Monitoring Health Conditions
September 8, 2022



- Cal. Bus. & Prof. Code § 4119.8 (naloxone in schools).
- Cal. Bus. & Prof. Code § 741 (co-prescribing requirement).
- Cal. Bus. & Prof. Code § 4119.9

California's state Public Health Officer issued a statewide standing order on June 22, 2018.15. The standing order allows: (1) community organizations and other state entities that are not working with a physician to receive and distribute naloxone; and (2) individuals that receive naloxone to administer it.

Medicinal Cannabis:

- Education Code 49414.1

III. Budget:

The proposed policy does not represent a cost to the district, as Naloxone is provided free of charge through the California Department of Public Health.

IV. Goals, Objectives and Measures:

- Ensure all school sites have access to Naloxone in order to save lives in the event of a suspected overdose.
- Staff will receive initial and ongoing training on an annual basis about Naloxone and suspected opioid overdose.
- Parents/guardians and medical providers will have the ability to provide medically necessary treatments for student to successfully attend school and academically achieve.

V. Major Initiatives:

Ensuring the continued health and safety of our community by expanding access to free and readily available rescue meds to prevent overdose or death.

VI. Results:

Approval of revision to Board Policy 5141.21 in order to provide Naloxone at all school sites.

VII. Lessons Learned/Next Steps:

Adoption of revised Board Policy concerning administering medications and monitoring health conditions is in response to current state and local trends of increased opioid use and current treatments. Student Support & Health Services staff will manage the Naloxone program, same as the AED and Epinephrine programs, stocking the medication, and providing education and administration training for staff. We expect to implement this rescue medication at the beginning of the 22-23 school year.

Policy 5141.21: Administering Medication And Monitoring Health Conditions **Status: ADOPTED**

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/2019 | **Last Reviewed Date:** 12/01/2019

~~The Governing Board recognizes that students may need to take prescribed medication during the school day in order to be able to attend school without jeopardizing their health.~~

~~When the district has received written statements from the student's physician and parent/guardian, designated personnel shall assist the student in taking the medication. In addition, upon written request, designated personnel may assist the student in monitoring, testing or other treatment of an existing medical condition. (Education Code 49423)~~

~~(cf. 3530—Risk Management/Insurance)~~

~~(cf. 5141.24—Specialized Health Care Services)~~

~~Upon written request by the parent/guardian and with the approval of the student's physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.~~

~~(cf. 5141.23—Infectious Disease Prevention)~~

~~Anaphylactic Injections~~

~~The Board recognizes that some students have allergies of such severity that they may require an emergency injection to prevent anaphylaxis during the course of the school day. Parents/guardians who are aware of this foreseeable need may ask the district to administer such injections in accordance with administrative regulations.~~

~~School staff who may be required to administer injections to prevent anaphylaxis shall receive training from qualified medical personnel. They will be authorized to administer the injections in accordance with administrative regulations and will be afforded appropriate liability protection.~~

~~(cf. 5141—Health Care and Emergencies)~~

~~The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.~~

~~Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.~~

~~For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on~~

their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

OPTION 1: The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

The decision to allow administration of medical cannabis must be made by either a 504 Team or IEP team, in consultation with the District's Health Services Department. In addition, the student's parent/guardian must sign a waiver stating they are aware of and voluntarily assume all risks associated with the administration of medical cannabis.

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

Student who ingest medicinal cannabis at a school site in compliance with this Board Policy shall not be suspended or recommended for expulsion for being under the influence of medicinal cannabis. (Education Code 48900)

OPTION 2: Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

END OF OPTION 2

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication

receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973, Section 504
Management Resources	Description

American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	American Diabetes Association
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information
Website	California Department of Education, Health Services and School Nursing
Website	CSBA

Cross References

Code	Description
3513.4	Drug And Alcohol Free Schools
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4319.43	Universal Precautions
4319.43	Universal Precautions
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records

5125	<u>Student Records</u>
5131.62	<u>Tobacco</u>
5131.62	<u>Tobacco</u>
5141	<u>Health Care And Emergencies</u>
5141	<u>Health Care And Emergencies</u>
5141.22	<u>Infectious Diseases</u>
5141.22	<u>Infectious Diseases</u>
5141.23	<u>Asthma Management</u>
5141.23	<u>Asthma Management</u>
5141.24	<u>Specialized Health Care Services</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5145.6	<u>Parental Notifications</u>
5145.6-E PDF(1)	<u>Parental Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6163.2	<u>Animals At School</u>
6163.2	<u>Animals At School</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.3

Meeting Date: September 8, 2022

Subject: Approve Board Policy (BP 4040) Employee Use of Technology

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

Division: Technology Services

Recommendation: Approve revisions to Board Policy (BP 4040) Employee Use of Technology

Background/Rationale: Technological resources should be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. Further, technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to an exchange of information.

In order to ensure the appropriate use of technology, revisions are necessary. No updates to the Board Policies have occurred since 2002. Such updates include language in the CSBA Gamut model policies.

Documents Attached:

1. BP 4040 Employee Use of Technology (Clean)
2. BP 4040 Employee Use of Technology (Redline)

Estimated Time of Presentation: 5 minutes

Submitted by: Bob Lyons, Chief Information Officer

Approved by: Jorge A. Aguilar, Superintendent

Policy 4040: Employee Use Of Technology

Status: ADOPTED

Original Adopted Date: 11/16/1998 | **Last Revised Date:** 09/08/2022

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.

All district policies, standards, and regulations relating to employee use of district technology shall apply to all outside vendors, community members, and partners that access district technology and/or network systems.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, electronic files, media and data, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, illegal, obscene, disruptive, sexually explicit, discriminatory, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, electronic files, media and data, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of

district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Gov. Code 3543.1

Description

Rights of employee organizations

Gov. Code 6250-6270

California Public Records Act

Pen. Code 502

Computer Crimes, remedies

Pen. Code 632

Eavesdropping on or recording confidential communications

Veh. Code 23123

Wireless telephones in vehicles

Veh. Code 23123.5

Mobile communication devices; text messaging while driving

Veh. Code 23125

Wireless telephones in school buses

Federal

20 USC 7101-7122

Description

Student Support and Academic Enrichment Grants

20 USC 7131

Internet Safety

47 CFR 54.520

Internet safety policy and technology protection measures, E-rate discounts

Management Resources

Court Decision

Description

City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332

Court Decision

City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Website

[Federal Communications Commission](#)

Website

[American Library Association](#)

Website

[California Department of Education](#)

Website

[CSBA](#)

Website

[U.S. Department of Education](#)

Cross References

Code

0410

Description

[Nondiscrimination In District Programs And Activities](#)

0440	<u>District Technology Plan</u>
0440	<u>District Technology Plan</u>
1100	<u>Communication With The Public</u>
1113	<u>District And School Web Sites</u>
1113	<u>District And School Web Sites</u>
1113-E PDF(1)	<u>District And School Web Sites</u>
1114	<u>District-Sponsored Social Media</u>
1114	<u>District-Sponsored Social Media</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
2121	<u>Superintendent's Contract</u>
3512	<u>Equipment</u>
3512-E PDF(1)	<u>Equipment</u>
3516.2	<u>Bomb Threats</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4032	<u>Reasonable Accommodation</u>
4113.5	<u>Working Remotely</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4118	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.1	<u>Civil And Legal Rights</u>
4119.11	<u>Sexual Harassment</u>
4119.11	<u>Sexual Harassment</u>
4119.21	<u>Professional Standards</u>
4119.21-E PDF(1)	<u>Professional Standards</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4119.25	<u>Political Activities Of Employees</u>
4119.25	<u>Political Activities Of Employees</u>
4131	<u>Staff Development</u>
4132	<u>Publication Or Creation Of Materials</u>
4136	<u>Nonschool Employment</u>
4213.5	<u>Working Remotely</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary Action</u>

4219.1	<u>Civil And Legal Rights</u>
4219.11	<u>Sexual Harassment</u>
4219.11	<u>Sexual Harassment</u>
4219.21	<u>Professional Standards</u>
4219.21-E PDF(1)	<u>Professional Standards</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4231	<u>Staff Development</u>
4232	<u>Publication or Creation of Materials</u>
4236	<u>Nonschool Employment</u>
4313.5	<u>Working Remotely</u>
4319.1	<u>Civil And Legal Rights</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.21	<u>Professional Standards</u>
4319.21-E PDF(1)	<u>Professional Standards</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4331	<u>Staff Development</u>
4332	<u>Publication or Creation of Materials</u>
4336	<u>Nonschool Employment</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5125.1	<u>Release Of Directory Information</u>
5125.1	<u>Release Of Directory Information</u>
5125.1-E PDF(1)	<u>Release Of Directory Information</u>
6116	<u>Classroom Interruptions</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E PDF(1)	<u>Student Use Of Technology</u>

Policy 4040: Employee Use Of Technology

Status: ADOPTED

Original Adopted Date: ~~11/16/1998~~ ~~07/01/2001~~ | Last Revised Date: ~~07/01/2015~~ 09/08/2022 | ~~Last Reviewed Date: 07/01/2015~~

The Governing Board recognizes that ~~technology can~~ technological resources enhance employee performance by ~~improving access to and exchange of information,~~ offering effective tools to assist in providing a quality instructional program, ~~and;~~ facilitating operations, communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available ~~electronic~~ technological resources that will assist them in the performance of their jobs, job responsibilities. As needed, staff/employees shall receive training/professional development in the appropriate use of these resources.

~~(cf. 0440—District Technology Plan)~~

~~(cf. 4032—Reasonable Accommodation)~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 6162.7—Use of Technology in Instruction)~~

Employees shall be responsible for the appropriate use of technology and shall use ~~the district's electronic resources only~~ district technology primarily for purposes related to their employment.

~~Such use~~ All district policies, standards, and regulations relating to employee use of district technology shall apply to all outside vendors, community members, and partners that access district technology and/or network systems.

~~District technology includes, but is a privilege which may be revoked at any time.~~

~~(cf. 4119.25/4219.25/4319.25—Political Activities of Employees)~~

~~Employees should be aware that computer files and communications over electronic networks, not limited to computers, the district's computer network including e-mail and voice mail, may not be secure. Employees shall take reasonable precaution when using this technology to transmit confidential information about students, employees, or district affairs.~~

~~To ensure proper use, the Superintendent or designee may monitor the district's technological resources, including e-mail servers and voice mail systems, at any time without advance notice or consent. If passwords are used, they must be known to the Superintendent or designee so that he/she may have system access when the employee is absent.~~

wireless computer networking technology (Wi-Fi), the Internet, email, electronic files, media and data, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless

communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

The Superintendent or designee shall establish ~~administrative regulations~~ an Acceptable Use Agreement which ~~outline~~ outlines employee obligations and responsibilities related to the use of ~~technology~~. ~~Employees who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate.~~

~~(cf. 4118 – Suspension/Disciplinary Action)~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

~~The Superintendent or designee may establish guidelines and limits on the use of technological resources. He/she shall ensure that all district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees using these resources receive copies of related policies, regulations and guidelines. Employees shall be asked~~ shall be required to acknowledge in writing that they have read and ~~understood these policies, regulations and guidelines.~~

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

~~In the event~~ agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, illegal, obscene, disruptive, sexually explicit, discriminatory, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the use of an electronic resource affects operation of such measures is enforced. The Superintendent or designee may disable the working conditions of one or more technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 7131; 47 USC 254)

The Superintendent or designee shall annually notify employees, the Superintendent or designee in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, electronic files, media and data, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall notify the employees' exclusive representative, be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Gov. Code 3543.1	Rights of employee organizations
Gov. Code 6250-6270	California Public Records Act
Pen. Code 502	Computer Crimes, remedies
Pen. Code 632	Eavesdropping on or recording confidential communications
Veh. Code 23123	Wireless telephones in vehicles
Veh. Code 23123.5	Mobile communication devices; text messaging while driving
Veh. Code 23125	Wireless telephones in school buses
Federal	Description
20 USC 7101-7122	Student Support and Academic Enrichment Grants
20 USC 7131	Internet Safety
47 CFR 54.520	Internet safety policy and technology protection measures, E-rate discounts
Management Resources	Description
Court Decision	City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332
Court Decision	City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Website	Federal Communications Commission
Website	American Library Association
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
1100	Communication With The Public
1113	District And School Web Sites
1113	District And School Web Sites
1113-E PDF(1)	District And School Web Sites

1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1340	Access To District Records
1340	Access To District Records
2121	Superintendent's Contract
3512	Equipment
3512-E PDF(1)	Equipment
3516.2	Bomb Threats
3580	District Records
3580	District Records
4032	Reasonable Accommodation
4113.5	Working Remotely
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.21	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4131	Staff Development
4132	Publication Or Creation Of Materials
4136	Nonschool Employment
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information

4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4231	<u>Staff Development</u>
4232	<u>Publication or Creation of Materials</u>
4236	<u>Nonschool Employment</u>
4313.5	<u>Working Remotely</u>
4319.1	<u>Civil And Legal Rights</u>
4319.11	<u>Sexual Harassment</u>
4319.11	<u>Sexual Harassment</u>
4319.21	<u>Professional Standards</u>
4319.21-E PDF(1)	<u>Professional Standards</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4331	<u>Staff Development</u>
4332	<u>Publication or Creation of Materials</u>
4336	<u>Nonschool Employment</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5125.1	<u>Release Of Directory Information</u>
5125.1	<u>Release Of Directory Information</u>
5125.1-E PDF(1)	<u>Release Of Directory Information</u>
6116	<u>Classroom Interruptions</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E PDF(1)	<u>Student Use Of Technology</u>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.4

Meeting Date: September 8, 2022

Subject: Approve Board Policy (BP 5125.1) Release of Directory Information

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

Division: Technology Services

Recommendation: Approve revisions to Board Policy (BP 5125.1) Release of Directory Information

Background/Rationale: The California Education Code provides the District “shall adopt a policy identifying those categories of directory information . . . that may be released.” Directory information includes the student’s name, address, telephone number, date and place of birth, honors and awards, and dates of attendance.

In order to maintain the confidentiality of directory information and regulate the release of such information in accordance with law, revisions are necessary. No updates to the Board Policy has occurred since 2002. Such updates include language in the CSBA Gamut model policy.

Documents Attached:

1. BP 5125.1 Release of Directory Information (Clean)
2. BP 5125.1 Release of Directory Information (Redline)

Estimated Time of Presentation: 5 minutes

Submitted by: Bob Lyons, Chief Information Officer

Approved by: Jorge A. Aguilar, Superintendent

Policy 5125.1: Release Of Directory Information

Status: ADOPTED

Original Adopted Date: 11/16/1998 | **Last Revised Date:** 09/08/2022

The Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of public or private schools or colleges, branches of the military, offices of public officials for purposes of certificates or awards of recognition,

the news media and/or nonprofit organizations in accordance with Board policy and administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of district students. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

Directory information shall not be released regarding any student whose parent/guardian notifies the district in writing that such information may not be disclosed. The district shall not release information that is private or confidential as required by law, Board policy, or administrative regulation. No other access to student records or personally identifiable student information may be provided without parent/guardian permission. (Education Code 49073)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 234.7	Student protections relating to immigration and citizenship status
Ed. Code 49061	Student records; definitions
Ed. Code 49063	Notification of parents of their rights
Ed. Code 49073	Release of directory information
Ed. Code 49073.5	Directory information; military representatives; telephone numbers
Ed. Code 49603	Public high schools; military recruiting
Federal	Description
10 USC 503	Military recruiter access to directory information
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 7908	Armed forces recruiter access to students and student recruiting information
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11434a	McKinney-Vento Homeless Assistance Act; definitions
Management Resources	Description
CA Office of the Attorney General Publication	Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018
U.S. Department of Education Publication	Access to High School Students and Information on Students by Military Recruiters, 2002
Website	<u>California Attorney General's Office</u>
Website	<u>U.S. Department of Education, Family Policy Compliance Office</u>

Cross References

Code	Description
1100	<u>Communication With The Public</u>
1113	<u>District And School Web Sites</u>
1113	<u>District And School Web Sites</u>
1113-E PDF(1)	<u>District And School Web Sites</u>
1114	<u>District-Sponsored Social Media</u>
1114	<u>District-Sponsored Social Media</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
3515	<u>Campus Security</u>
3515	<u>Campus Security</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4040	<u>Employee Use Of Technology</u>
4040-E PDF(1)	<u>Employee Use Of Technology</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4135	<u>Soliciting And Selling</u>
4219.21	<u>Professional Standards</u>
4219.21-E PDF(1)	<u>Professional Standards</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4235	<u>Soliciting And Selling</u>
4319.21	<u>Professional Standards</u>

4319.21-E PDF(1)	<u>Professional Standards</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4335	<u>Soliciting And Selling</u>
5020	<u>Parent Rights And Responsibilities</u>
5020	<u>Parent Rights And Responsibilities</u>
5022	<u>Student And Family Privacy Rights</u>
5022	<u>Student And Family Privacy Rights</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131.1	<u>Bus Conduct</u>
5131.1	<u>Bus Conduct</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.13	<u>Response To Immigration Enforcement</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parental Notifications</u>
5145.6-E PDF(1)	<u>Parental Notifications</u>
6164.2	<u>Guidance/Counseling Services</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
9324	<u>Minutes And Recordings</u>

Policy 5125.1: Release Of Directory Information

Status: ADOPTED

Original Adopted Date: ~~11/16/1998~~ ~~11/01/2001~~

3 | Last Revised Date: ~~07/01/2005~~ 09/08/2022 | ~~Last Reviewed Date:~~ ~~07/01/2005~~

The ~~Superintendent or designee may authorize~~ Governing Board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee may release student directory information to representatives of public or private schools or colleges, branches of the military, offices of public officials for purposes of certificates or awards of recognition,

~~the news media, prospective employers, governmental agencies and/or nonprofit organizations as provided by law. Unless prohibited by the parent/guardian in accordance with law, directory information which school officials may disclose consists of the following: student's name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, weight, in accordance with Board policy and height of athletic team members, dates of attendance, degrees and awards received, and most recent previous school attended.~~

administrative regulation.

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her ~~determinations~~ determination of the best ~~interest of the student in accordance to state law.~~ interests of district students. (Education Code 49073)

Military services representatives

OPTION 1: Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

Directory information shall not be released regarding any student whose parent/guardian notifies the district in writing that such information may not be disclosed. The district shall not release information that is private or confidential as required by law, Board policy, or administrative regulation. No other access to student records or personally identifiable student information may be provided without parent/guardian permission. (Education Code 49073)

OPTION 1 ENDS HERE

OPTION 2: Colleges and prospective employers, including military recruiters, shall not have access to directory information. (10 USC 503; Education Code 49603)

OPTION 2 ENDS HERE

Under no circumstances shall directory information be disclosed to a private profit making entity, except for representatives of the news media and prospective employers, in accordance with Board policy. Private schools and colleges may be given the names and addresses of 12th grade students and students who are no

longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

Ed. Code 234.7

Description

Student protections relating to immigration and citizenship status

Ed. Code 49061

Student records; definitions

Ed. Code 49063

Notification of parents of their rights

Ed. Code 49073

Release of directory information

Ed. Code 49073.5

Directory information; military representatives; telephone numbers

Ed. Code 49603

Public high schools; military recruiting

Federal

10 USC 503

Description

Military recruiter access to directory information

20 USC 1232g

Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 7908

Armed forces recruiter access to students and student recruiting information

34 CFR 99.1-99.67

Family Educational Rights and Privacy

42 USC 11434a

McKinney-Vento Homeless Assistance Act; definitions

Management Resources

CA Office of the Attorney General
Publication

Description

Promoting Safe & Secure Learning Environment for All:
Guidance & Model Policies to Assist CA K-12 Schools in
Responding to Immigration Issues, 4/2018

U.S. Department of Education Publication

Access to High School Students and Information on Students by
Military Recruiters, 2002

Website

[California Attorney General's Office](#)

Website

[U.S. Department of Education, Family Policy Compliance Office](#)

Cross References

Code

1100

Description

[Communication With The Public](#)

1113

[District And School Web Sites](#)

1113

[District And School Web Sites](#)

1113-E PDF(1)

[District And School Web Sites](#)

1114

[District-Sponsored Social Media](#)

1114

[District-Sponsored Social Media](#)

1340	Access To District Records
1340	Access To District Records
3515	Campus Security
3515	Campus Security
3580	District Records
3580	District Records
4040	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4119.23	Unauthorized Release Of Confidential/Privileged Information
4135	Soliciting And Selling
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4235	Soliciting And Selling
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4335	Soliciting And Selling
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5125	Student Records
5125	Student Records
5131.1	Bus Conduct
5131.1	Bus Conduct
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E PDF(1)	Parental Notifications

6164.2	<u>Guidance/Counseling Services</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
9324	<u>Minutes And Recordings</u>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.5

Meeting Date: September 8, 2022

Subject: Approve Board Policy (BP 6163.4) Student Use of Technology

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

Division: Technology Services

Recommendation: Approve revisions to Board Policy (BP 6163.4) Student Use of Technology

Background/Rationale: Technological resources should be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. Further, technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to an exchange of information.

In order to ensure the appropriate use of technology, revisions are necessary. No updates to the Board Policies have occurred since 2018. Such updates include language in the CSBA Gamut model policies.

Documents Attached:

1. BP 6163.4 Student Use of Technology (Clean)
2. BP 6163.4 Student Use of Technology (Redline)

Estimated Time of Presentation: 5 minutes

Submitted by: Bob Lyons, Chief Information Officer

Approved by: Jorge A. Aguilar, Superintendent

Policy 6163.4: Student Use Of Technology

Status: ADOPTED

Original Adopted Date: 01/10/2000 | **Last Revised Date:** 09/08/2022

The Governing Board intends that technological resources provided by the district be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. All students using these resources shall receive instruction in their proper and appropriate use.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with this Board policy and the district's Acceptable Use Agreement.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, cloud based resources (e.g. Google Classroom), USB drives, wireless access points (routers), Chromebooks, tablet computers, smartphones and smart devices, telephones, cellular telephones, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Annually, the student and their parent/guardian shall read and sign the Student Acceptable Use Agreement.

In that agreement, the parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the district and district staff for any damages or costs incurred.

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child

pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 7131; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs
2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"
3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 49073.6	Student records; social media
Ed. Code 51006	Computer education and resources
Ed. Code 51007	Programs to strengthen technological skills
Ed. Code 60044	Prohibited instructional materials
Pen. Code 313	Harmful matter
Pen. Code 502	Computer Crimes, remedies
Pen. Code 632	Eavesdropping on or recording confidential communications

Pen. Code 653.2	Electronic communication devices, threats to safety
Federal	Description
15 USC 6501-6506	Children's Online Privacy Protection Act
16 CFR 312.1-312.12	Children's Online Privacy Protection Act
20 USC 7101-7122	Student Support and Academic Enrichment Grants
20 USC 7131	Internet Safety
47 CFR 54.520	Internet safety policy and technology protection measures, E-rate discounts
47 USC 254	Universal service discounts (E-rate)
Management Resources	Description
Court Decision	New Jersey v. T.L.O., (1985) 469 U.S. 325
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
Federal Trade Commission Publication	How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000
Website	California Coalition for Children's Internet Safety
Website	Center for Safe and Responsible Internet Use
Website	Federal Trade Commission, Children's Online Privacy Protection
Website	Federal Communications Commission
Website	American Library Association
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E PDF(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
3260	Fees And Charges
3260	Fees And Charges
3512	Equipment

3512-E PDF(1)	<u>Equipment</u>
4040	<u>Employee Use Of Technology</u>
4040-E PDF(1)	<u>Employee Use Of Technology</u>
4131	<u>Staff Development</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5125.2	<u>Withholding Grades, Diploma Or Transcripts</u>
5131	<u>Conduct</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5131.8	<u>Mobile Communication Devices</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.9	<u>Hate-Motivated Behavior</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6162.8	<u>Research</u>
6162.8	<u>Research</u>
6163.1	<u>Library Media Centers</u>

Policy 6163.4: Student Use Of Technology

Status: ADOPTED

Original Adopted Date: ~~01/10/2000 07/01/2007~~ | **Last Revised Date:** ~~07/01/2015~~ 09/08/2022 | **Last Reviewed Date:** ~~07/01/2015~~

~~The Governing Board recognizes that information technology tools and content support and advance the district's educational mission. Every effort shall be made to provide equal access to technology throughout the district's schools and classes, and wherever students are expected or required to access technology resources to complete coursework or participate in instructional activities.~~

~~(cf. 0440—District Technology Plan)~~

~~(cf. 4040—Employee Use of Technology)~~

~~(cf. 6010—Goals and Objectives)~~

~~(cf. 6162.7—Use of Technology in Instruction)~~

~~(cf. 6163.1—Library Media Centers)~~

Technology Resources

~~Technology resources provided by the district are intended to be used to support the instructional program and further student learning. The Superintendent or designee shall establish and administer regulations governing student access to technology that defines proper use, and ensures compliance with legislative and district requirements for privacy, security and safety. Students have no expectation of privacy; district staff may monitor or examine all system activities and content to ensure compliance with district policy. Students who fail to abide by district rules shall be subject to disciplinary action, revocation of the user account and/or legal action as appropriate.~~

~~Parents/guardians who do not wish their children to access specific technology resources must submit a request in writing to the administrator of any school their children attend.~~

~~(cf. 5125.2—Withholding Grades, Diploma or Transcripts)~~

~~(cf. 5144—Discipline)~~

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~

~~(cf. 5145.12—Search and Seizure)~~

~~(cf. 6162.6—Use of Copyrighted Materials)~~

The Governing Board intends that technological resources provided by the district be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. All students using these resources shall receive instruction in their proper and appropriate use.

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with this Board policy and the district's Acceptable Use Agreement.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, cloud based resources (e.g. Google Classroom), USB drives, wireless access points (routers), Chromebooks, tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Before a student is authorized to use district technology, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement. Annually, the student and their parent/guardian shall read and sign the Student Acceptable Use Agreement.

In that agreement, the parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the district and district staff for any damages or costs incurred.

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 7131; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

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1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs
2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"
3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 49073.6	Student records; social media
Ed. Code 51006	Computer education and resources
Ed. Code 51007	Programs to strengthen technological skills
Ed. Code 60044	Prohibited instructional materials
Pen. Code 313	Harmful matter
Pen. Code 502	Computer Crimes, remedies
Pen. Code 632	Eavesdropping on or recording confidential communications
Pen. Code 653.2	Electronic communication devices, threats to safety
Federal	Description
15 USC 6501-6506	Children's Online Privacy Protection Act
16 CFR 312.1-312.12	Children's Online Privacy Protection Act

20 USC 7101-7122	Student Support and Academic Enrichment Grants
20 USC 7131	Internet Safety
47 CFR 54.520	Internet safety policy and technology protection measures, E-rate discounts
47 USC 254	Universal service discounts (E-rate)
Management Resources	Description
Court Decision	New Jersey v. T.L.O., (1985) 469 U.S. 325
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
Federal Trade Commission Publication	How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000
Website	California Coalition for Children's Internet Safety
Website	Center for Safe and Responsible Internet Use
Website	Federal Trade Commission, Children's Online Privacy Protection
Website	Federal Communications Commission
Website	American Library Association
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education

Cross References

Code	Description
0440	District Technology Plan
0440	District Technology Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E PDF(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
3260	Fees And Charges
3260	Fees And Charges
3512	Equipment
3512-E PDF(1)	Equipment
4040	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4131	Staff Development

5125	<u>Student Records</u>
5125	<u>Student Records</u>
5125.2	<u>Withholding Grades, Diploma Or Transcripts</u>
5131	<u>Conduct</u>
5131.2	<u>Bullying</u>
5131.2	<u>Bullying</u>
5131.8	<u>Mobile Communication Devices</u>
5144	<u>Discipline</u>
5144	<u>Discipline</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.1	<u>Suspension And Expulsion/Due Process</u>
5144.2	<u>Suspension And Expulsion/Due Process (Students With Disabilities)</u>
5145.12	<u>Search And Seizure</u>
5145.12	<u>Search And Seizure</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.7	<u>Sexual Harassment</u>
5145.7	<u>Sexual Harassment</u>
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6162.6	<u>Use Of Copyrighted Materials</u>
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6162.8	<u>Research</u>
6163.1	<u>Library Media Centers</u>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.6

Meeting Date: September 8, 2022

Subject: Approve AB 1200 Disclosure and Approval of Successor Negotiations – District Proposal Between Teamsters, Local 150 and the Sacramento City Unified School District

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

Division: Labor Relations and Business Services

Recommendation: Approve proposals between SCUSD and Teamsters regarding successor negotiations.

Background/Rationale: The parties' agreement provides with respect to compensation, among other items, the following:

- **4% Ongoing Salary Increase for 2021-22 school year:** The Teamsters 150 salary schedules will be increased by four (4) percent effective at the start of the 2021-2022 school year. This retroactive payment will be paid to employees employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2021-2022 school year. The retroactive payment will be paid within ninety (90) days of final approval and ratification of this agreement.
- **\$3,500 One-time Stipend for 2020-2021:** Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.
- **\$3,500 One-time Stipend for 2021-2022:** Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

The agreements also cover items regarding working conditions, including (but not limited to), the District conducting a comprehensive classification and compensation study for all classifications in both bargaining units, working jointly with each bargaining unit. Further, the District has committed to pay 100% of the cost of the Kaiser Active Rate for all bargaining units' members and their dependents.

Financial Considerations: Total cost of \$1.3M across three years, including one-time costs of \$680,753 and ongoing costs of \$626,376 in salaries and benefits to be funded with the restricted and unrestricted general fund.

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

Documents Attached:

1. Teamsters MOU
2. AB 1200 Disclosure

Estimated Time of Presentation: 5 minutes

Submitted by: Rose F. Ramos, Chief Business & Operations Officer

Approved by: Jorge A. Aguilar, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.7

Meeting Date: September 8, 2022

Subject: Approve AB 1200 Disclosure and Approval of Successor Negotiations – District Proposal Between Teamsters Classified Supervisors (TCS) and the Sacramento City Unified School District

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

Division: Labor Relations and Business Services

Recommendation: Approve proposals between SCUSD and TCS regarding successor negotiations.

Background/Rationale: The parties' agreement provides with respect to compensation, among other items, the following:

- **4% Ongoing Salary Increase for 2021-22 school year:** The TCS salary schedules will be increased by four (4) percent effective at the start of the 2021-2022 school year. This retroactive payment will be paid to employees employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2021-2022 school year. The retroactive payment will be paid within ninety (90) days of final approval and ratification of this agreement.
- **\$3,500 One-time Stipend for 2020-2021:** Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.
- **\$3,500 One-time Stipend for 2021-2022:** Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

The agreements also cover items regarding working conditions, including (but not limited to), the District conducting a comprehensive classification and compensation

study for all classifications in both bargaining units, working jointly with each bargaining unit. Further, the District has committed to pay 100% of the cost of the Kaiser Active Rate for all bargaining units' members, their dependents, 100% of the cost of dental, and vision benefits for all bargaining units' members employees and their dependents.

Financial Considerations: Total cost of \$663.3K across three years, including one-time costs of \$217,463 and ongoing costs of \$445,902 in salaries and benefits to be funded with the restricted and unrestricted general fund.

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

Documents Attached:

1. TCS MOU
2. AB 1200 Disclosure

Estimated Time of Presentation: 5 minutes

Submitted by: Rose F. Ramos Chief Business & Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

**Successor Negotiations – District Proposal
Between
Teamsters Classified Supervisors (TCS)
and
the Sacramento City Unified School District
August 24, 2022**

Term of Agreement

The Agreement between the District and TCS shall be revised as follows:

This Agreement will conclude negotiations for the (2020-2021 and 2021-2022) school years with a reopener for the 2022-2023 school year. The Agreement shall become effective upon approval by TCS and the District, as evidence by the signature of the TCS and District designees and by ratification of the TCS unit members and the District Board of Education.

All components of all existing unexpired agreements, between TCS and the District not addressed by the terms of this CBA shall remain in full effect through that stated duration of the existing Agreement.

ARTICLE 5 UNION SECURITY

The District proposes the following changes to this Article.

5.1 DUES AUTHORIZATION

Any unit member who is a member of the Union or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Union dues.

5.2 DUES DEDUCTION

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for dues, annuities, credit union, or any other plans or programs jointly approved by the Union and the Board.

5.3 MAINTENANCE OF MEMBERSHIP

The Union and the District agree that any current ~~employee member~~ of the bargaining unit who is a member of the Union ~~or who enrolls during the term of this Agreement shall maintain such membership from year to year unless revoked in writing to the District with a copy provided to the Union. between July 1 and July 31 of the year in which the Agreement terminates.~~

~~5.4 AGENCY FEE~~

~~5.4.1 Effective the date this contract is executed, each new and rehired employee hired to this bargaining unit on or after December 15, 2017 with the District shall be required to either:~~

- ~~a. Be a member of the Union, or~~
- ~~b. Satisfy the agency fee financial obligation as set forth in 5.4.2 below~~
- ~~c. Qualify for religious exemption as set forth in 5.4.3 below~~

~~5.4.2 Unless the employee has:~~

- ~~a. Voluntarily submitted to the District an effective dues deduction request~~
- ~~b. Individually made direct financial arrangements satisfactory to the Union as evidence by notice of same by the Union to the District~~
- ~~c. Qualified for religious exemption as set forth in Section 5.4.3 below within ten (10) working days following the first day of assigned work, the District shall process a mandatory agency fee deduction in the appropriate amount. The amount of the agency fee shall be determined by the Union subject to applicable law.~~

- 5.4.3 ~~Any employee who is a member of a religious body whose traditional tenants or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union except that such member shall pay, in lieu of the agency fee, an amount equal to the agency fee to a non-religious, non-labor charitable organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.~~
- 5.4.4 ~~Individuals selecting either direct financial arrangements with the Union or claiming a religious exemption shall make such payments within 30 days following the first date of employment. Subsequent years such payments or proof of payments shall be made by September 30 of each year.~~
- 5.4.5 ~~Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group or religious body whose traditional tenants, teaching or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall be made on an annual basis to the exception from the provisions of 5.3.2 above. Proof of payment shall be in the form of receipts, canceled checks or payroll records indicating the amount paid, date of payment and to whom payments of the in-lieu-of-service fee has been paid.~~
- 5.4.6 ~~The Union will notify the District of employees who qualify for religious exemption.~~

5.5 ~~AGENCY FEES~~

~~During the term of this agreement, the Union may request than an agency fee election be conducted of the bargaining unit members to determine if those members hired prior to December 15, 2017, and who do not belong to the Union be required to meet the requirements of Sections 5.2 and 5.4 above. The Union shall provide the District and unit members at least 30 days' notice of intent to call an election. Such an election shall be conducted by PERB or other mutually acceptable agency and the District shall bear no costs in such election.~~

~~Only one such election shall be conducted during the term of this agreement, should the result of the election be to reject agency fees the remaining provisions of this article shall remain in effect.~~

5.6 **DUES DEDUCTION**

Dues deduction shall become effective in the month following the month in which the employee is employed as part of this bargaining unit submits their membership card to the District and the Union.

- 5.6.1 ~~With respect to all sums deducted by the District pursuant to Section 5.2 above, whether membership fees or agency fees, t~~The District agrees promptly to remit such monies dues to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to

membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished.

5.6.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues ~~or agency fees~~ within this Article until the pay period commencing no less than fifteen (15) days after submission of the appropriate form to the District.

5.6.3 The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

5.7 **HOLD HARMLESS AND INDEMNITY**

The Union agrees to pay the District all legal fees and legal costs incurred in defending against any court action and /or administrative proceedings challenging the legality of ~~the agency fee dues'~~ provisions of this Agreement and of their implementation. The Union agrees to pay any damages judgment rendered against the District as a result of the provisions contained in this Article or the District's implementation thereof.

ARTICLE 6 COMPENSATION

The District proposes the following changes to this Article.

6 SALARIES

6.1 **4% Ongoing Salary Increase for 2021-22 school year:** The TCS salary schedules will be increased by four (4) percent effective at the start of the 2021-2022 school year. This retroactive payment will be paid to employees employed in the District as of the date of the final approval and ratification of this agreement and who worked during the 2021-2022 school year. The retroactive payment will be paid within ninety (90) days of final approval and ratification of this agreement.

\$3,500 One-time Stipend for 2020-2021: Every full-time employee employed in the District as of the date of the final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

\$3,500 One-time Stipend for 2021-2022: Every full-time employee employed in the District as of the date of final approval and ratification of this agreement will receive a one-time stipend in the amount of \$3,500. This stipend will be paid within ninety (90) days of final approval and ratification of this agreement.

Class and Compensation Study

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

- Within thirty (30) days of Board adoption of this Agreement, a joint work group shall be established.
- The joint work group shall consist of members from TCS, administrators and human resources staff.
- The class and compensation study will be completed and released to the Union no later than six (6) months prior to the expiration of the contract.

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

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

6.1 ~~For the 2019-2020 school year, the Teamsters Classified Supervisors (TCS) salary schedule(s) will increase by 2.0% effective July 1, 2019.~~

- 6.1.2 a. For the 2014-2015 school year, the TCS salary schedule(s) will increase by two percent (2%) effective July 1, 2014.
- b. For the 2015-2016 school year, the TCS salary schedule(s) will increase by one percent (1%).
- c. For the 2015-2016 school year, the TCS salary schedules will increase by an additional two and one half percent (2.5%) effective July 1, 2015. Should another bargaining unit receive an unconditional increase to the salary schedule greater than two and one half percent (2.5%), then the TCS salary schedules will be increased by that same unconditional amount.
- d. Effective January 1, 2016, TCS salary schedules will increase by an additional 2.5 percent. This additional increase is the result of a conditional agreement to include a decrease in the number of emergency days currently available to unit members from three (3) days to one (1) day and increase in the number of vacation days to be cashed out from ten (10) days to twelve (12) days in order to help address the unfunded liability.

6.2 SALARY SCHEDULE EXHIBITS

Salary schedules for the Operations Support Supervisors Unit and the procedures for placement and movement on the schedules shall be added as Appendix "A" and become a part of this Contract.

6.3 LONGEVITY PAY

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

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

- a. Effective July 1, 2022-14, an annual stipend of \$1030 792.00 shall be provided after completion of 10, 16, 19, 22, and 25 years of credited services.

Effective July 1, 1999, after completion of 10 years of services, \$52.33 per month or \$628.00 per year. After completion of 16 years of service, \$52.33 per month or \$628.00 per year. After completion of 19 years of services, \$52.33 per month or \$628.00 per year. After completion of 22 years of service, \$52.33 per month or 628.00 per year, \$52.33 per year month or \$628.00 per year. After completion of 25 years of services, \$52.33 per month or \$628.00 per year.

ARTICLE 7 FRINGE BENEFITS

The District proposes the following changes to this Article.

7.1 MEDICAL COVERAGE

7.1.1 Eligible employees may choose to enroll in one (1) of the medical programs offered by the District ~~CalPERS effective March 1, 2000~~. Union and the District agree to be bound by the rules and regulations governed by the District governing the CalPERS program, notwithstanding anything in this Contract between the parties to the contrary.

- 7.1.1 a. The Benefits Committee shall study all matters related to fringe benefits coverage and make recommendations regarding feasibility and cost efficiency. Special emphasis shall be given to the future plan design of health care coverage offered to all employees of the District in light of requirements established for employers and individuals as a result of the Affordable Care Act and/or other applicable law and the need to control benefit cost. The Board shall provide all eligible employees with a choice of health plans, one of which must be the Kaiser Plan.
- b. ~~Effective immediately, after ratification and Board approval, Effective January 1, 2023,~~ the District's contribution toward the cost of unit members' health benefits shall be ~~increased from 75% to 100%~~ of the cost of the Kaiser Active Rate (single, two party or family) HMO Employee-Only Plan. ~~In addition, the District will contribute 100% of the Employee + 1 of the Kaiser HMO Plan dollar amount towards any plan chosen. Unit members must be enrolled in one of the District's health plans offered by the District to receive this contribution.~~
- e. ~~Effective the date of this executed tentative agreement, the District's contribution toward the cost of unit members' Vision and Dental shall be 100% of the plan selected by the District, at the Employee-Only rate.~~

7.1.1.1 For Active Employees

~~Effective 2018-2019 school year and thereafter, after ratification and Board approval of the tentative agreement,~~ all Teamsters Classified Supervisors (TCS) unit members will contribute one third of one percent (.03% 1/3) of base salary to retirement benefits.

~~Total Compensation — Effective July 1, 2002, there will be an increase to the flex stipend per the formula used to calculate the "fair share" of funds for the bargaining unit per the agreed upon formula for 2002-2003. All bargaining unit employees who qualify for a flex benefit stipend shall have their flex benefit stipend increased to \$8554 effective July 1, 2002.~~

7.1.1.2 For Retired Employees

All current and prospective eligible retirees shall also become members of CalPERS for the provision of retiree medical benefits. For eligible retirees, the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the Kaiser Active single benefit level or the Kaiser or HealthNet single Medicare Risk program less \$16 in accordance with Section 7.9. The remaining funds are discretionary for purchase of health or dental/vision benefits. Any amount not expended will not accrue to the retiree. Every month \$16 will be added and benefit costs will be deducted from their retirement checks. The District will send checks to the retiree to cover costs of eligible benefits less than \$16.

7.1.1.3 Open Enrollment/"Switching"

7.1.1.3.1 There shall be either an annual "open enrollment" or "switching" period during which time an active or retired employee may change or amend his/her carrier and/or dependency status in accordance with District policies CalPERS.

7.1.1.3.2 In the event that a health provider (i.e., medical, dental, vision, life, etc.) policy or plan is either terminated by the parties or canceled by the providers, then a "switching" period may be implemented to facilitate the needs of the impacted unit members.

7.2 **EMPLOYEE ASSISTANCE PROGRAM**

The District shall contract with a third party vendor to provide a comprehensive employee assistance program. The cost of such program shall be borne by the District. The District shall retain the sole discretion to change or cancel the employee assistance program/plan; provided, however, that the District shall give the Union at least thirty (30) days notice before said change or cancellation.

7.3 **RETIREES' BENEFITS**

7.3.1 Employees with more than ten (10) years of consecutive District service as of November 15, 1996 are entitled to the retiree benefits under this Section 7.3.1, provided such employee has reached fifty (50) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. ~~For retirees meeting the qualifications of this Section 7.3.1, the District shall contribute \$16 to CalPERS for health benefits and provide to the retiree an amount equal to the Kaiser Active Ssingle Rate benefit level minus \$16 up to age sixty-five (65). At age sixty-five (65), the District shall contribute \$16 to CalPERS for health benefits, and provide to the retiree an amount equal to the higher of the Kaiser or HealthNet single Medicare Rate Risk program minus \$16.~~

7.3.2 Employees hired on or after November 15, 1996, shall be entitled to the retiree benefits of this Section 7.3.2~~3~~, provided such employee has reached age sixty (60) years of age and has at least ten (10) consecutive years of service with the District immediately prior to retirement. For retirees meeting the qualifications of this Section 7.3.2~~3~~, the District shall ~~contribute \$16 to CalPERS for health benefits,~~

and provide to the retiree an amount equal to the Kaiser ~~A~~active ~~S~~single Rate benefit level minus \$16 up to age sixty-five (65). At age sixty-five (65), the District shall provide to the retiree an amount equal to the Kaiser Medicare Single Rate.

Board approved leaves will be deemed to constitute service for the purpose of eligibility for this benefit. In calculating continuous service, prior service of employee who resigns and is reemployed within one year shall be counted. A surviving spouse may elect to continue this benefit so long as he/she pays the entire insurance premium to the District. Retirees, who elect to take the benefit provided in this Section 7.3, will have the option of paying the premium for dental, life and vision care or none of these additional benefits. Such retirees will also have the option of being covered by paying the total premium for dependents of either the health and accident plan and/or the dental and life plans or the vision care plan. It will be the retiree's responsibility to make application for enrollment for the benefits described in this Section 7.3. It will be the District's responsibility, after consulting with the Union, to develop implementing procedures for the benefits described in this Section 7.3.

~~7.3.4 During the 2013-2014 school year, the District initiated a bidding process for the purpose of providing all eligible employee with affordable, appropriate value, health care coverage. The District agrees to hold TCS members harmless, ensuring that their co-pays and/or other out of pocket expenses, related to any changes in health care providers, will not increase until on or after December 31, 2015. The District and TCS shall reopen negotiations regarding health insurance coverage in sufficient time to ensure an orderly open enrollment process for the 2016 calendar year.~~

7.4 DENTAL CARE

7.4.1 The District agrees to offer the current dental plan for eligible employees and eligible dependents.

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

Eligible Employees - 100%
Eligible dependents - 100%

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

7.5 LIFE INSURANCE

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

7.6 VISION CARE

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

7.6.2 The District agrees to pay the cost of premiums for vision coverage for eligible employees and dependents at 100% of the composite rate listed by VSP.

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

ARTICLE 9 ASSIGNMENTS

The District proposes the following changes to this Article.

9.1 WORK ASSIGNMENTS

9.1.1 Class Specifications

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

9.2 REASSIGNMENTS – ON-THE-JOB INJURY

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place the employee in accordance with the District's modified work/light duty program.

9.3 SENIORITY LISTS

A seniority list for employees in each job classification shall be established designating date of hire in the District and including date of hire in present classification. This seniority list shall be made available to the Union upon written request.

9.45 MILEAGE PAY

9.45.1 Vehicle Use

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

9.56 UNIFORMS

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

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

9.67 TOOLS

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

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

9.67.3 The District will provide transportation shop personnel, trade maintenance workers and designated staff with an annual allowance of \$120 up to \$200 (two hundred dollars) for the purpose of purchasing safety steel-toed footwear. Such safety steel-toed footwear must be worn at all times while performing their duties.

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

9.78 **PHYSICAL EXAMS**

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

9.89 **WORK SCHEDULES**

9.89.1 The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays, workweeks, worksites and work years. The District shall make every effort not to change an employee's work schedule more than once during the school year excluding summer vacations and holidays.

9.89.2 **Changes in Work Schedules**

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

9.89.3 **Temporary Changes in Work Schedules for Part-Time Employees** An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

9.89.4 For the 2014-2015 school year and thereafter, the required days of service shall increase by two (2) service days. This increase in service days shall reflect the restoration of two (2) furlough days, to be included on the 2014-2015, 2015-2016 and 2016-2017 calendar.

- a. Ten (10) month employees shall be designated to return from summer break seven (7) days before the first day of instruction and work two (2) days after instruction.
- b. Twelve (12) month employees shall work the two (2) days during Thanksgiving Break or request for prior approval of appropriate time off.

9.910 **REST PERIODS**

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

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

9.101 **LUNCH PERIOD**

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

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

ARTICLE 10 HOLIDAYS

The District proposes the following changes to this Article.

10.1 HOLIDAYS

10.1.1 Eligibility--Designated

All probationary and permanent employees shall be entitled to holiday pay provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday. Employees who are not normally assigned to duty during the winter recess shall be paid for December 25 and January 1, provided they were in a paid status during any portion of the working day immediately preceding or succeeding the winter recess.

10.1.2 Eligibility--Board-Granted Holidays

10.1.2.1 All probationary and permanent employees are entitled to the day after Thanksgiving, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

10.1.2.2 All probationary and permanent employees are entitled to the winter and spring recess holidays, provided they are normally required to serve during the winter and spring recess periods and they are in a paid status during any portion of the working day immediately preceding or succeeding the holidays. For purposes of determining eligibility for the two (2) days during spring vacation, if the employee is in a paid status immediately preceding and succeeding the spring vacation period, the employee will be considered as being eligible for those holidays.

10.2 HOLIDAY PAY

10.2.1 Holiday Pay--Full Time

All eligible probationary and permanent employees shall receive holiday pay at his/her regular rate of pay.

10.2.2 Holiday Pay--Part Time

All eligible probationary and permanent employees shall receive holiday pay at the prorated rate which he/she usually receives for his/her part-time working day.

10.2.3 Holidays Designated

- January 1New Year's Day
- JanuaryMartin Luther King Jr. (or as designated by the District)
- February 12 (always the 2nd Monday in February).....Lincoln's Day
- Third Monday in February Washington's Day
- Last Monday in MayMemorial Day

July 4Independence Day
 First Monday in SeptemberLabor Day
 November 11 or as designated by the District when it falls on a
 weekend.....Veteran's Day
 Fourth Thursday in NovemberThanksgiving Day
 December 25..... Christmas

10.2.4 Holidays--Board Granted

- a. Day after Thanksgiving Day;
- b. Winter vacation;
- c. Two (2) days during spring vacation; and
- d. Wednesday before Thanksgiving Day for all bargaining unit members.

Those employees who work 10-months will not work the first Monday after school is closed in exchange for the Wednesday before Thanksgiving Day. Implementation will be the 2006-07 school year

10.2.5 Holidays—Observance

If a recognized holiday falls on Sunday, the following Monday is to be considered a holiday. If a recognized holiday falls on a Saturday, the preceding Friday is a holiday.

10.3 **CALENDAR COMMITTEE**

10.3.1 Effective the 2014-2015 school year, a Calendar Committee shall be established. The committee shall be made up of appointees from TCS and the District. The primary purpose of this committee shall be to explore the possibility of adjusting the start and end dates of the school year beginning with the 2015-2016, 2016-2017, and 2017-2018 school years. The committee will review the District's academic calendar, as well as the laws and regulations governing instructional minutes, and make recommendations to the District and TCS for changes, if needed.

10.3.2 The District agrees to develop a proposed or tentative calendar for the following school year (or multiple school years) and submit this proposed or tentative calendar to the District wide calendar committee by March 1.

10.3.3.1 The District wide calendar committee shall meet at a mutually agreeable time and place to discuss the District's proposed calendar. If consensus is not achieved on any particular aspect or item of the District's proposed calendar, the status quo from the prior year will be implemented on that particular item.

ARTICLE 11 VACATIONS

The District proposes the following changes to this Article.

11.1 VACATION ALLOWANCE

11.1.1 Probationary and permanent employees shall be entitled to vacation allowance based on 173.33 hours/month on the following basis:

Years of Service	Vacation Rate Per Hour Except Overtime	Approximate Number of Vacation Days Per Year For a Full-Time Employee			
		12 Mo.	11 Mo.	10 Mo.	9 Mo.
1 - 14	.0096	20	18	16	15
15 or more	.0105	22	20	18	16

11.1.2 Vacation allowance for part-time employees shall be computed at the appropriate vacation rate for all hours worked excluding overtime.

11.1.3 After the completion of not less than six (6) months of service, employees shall be entitled to use earned vacation.

11.2 PAY FOR EARNED VACATION

11.2.1 Employees earn vacation pay at the range and step of straight time pay for the position to which the employee is regularly assigned at the time the vacation is commenced, including shift differential, professional growth credits, and longevity steps.

11.2.2 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation.

11.2.3 Employees with accumulated vacation shall be allowed to cash out up to twelve (12) days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department. Requests received by Payroll by October 1 will be reimbursed by November 30 and requests received by Payroll by May 1 will be reimbursed by June 30.

11.3 COMPUTATION OF VACATION TIME

11.3.1 Vacation time shall be computed on the basis of hours of paid status.

11.3.2 Employees assigned to a work year of less than twelve (12) working months shall be credited with a full year of service for each school year completed for computation of increased vacation benefits (i.e., moving from 1-14 years to 15+ years of service).

11.3.3 In determining increased vacation benefits, prior service of an employee who resigns and is re-employed within six (6) months shall be counted.

11.3.4 Approvals or disapprovals of vacation requests from twelve (12) month employees shall take into account work schedules, work loads, and the desires of the employee.

11.4 VACATION SCHEDULING

11.4.1 Vacations must be approved in advance by the employee's supervisor. If the vacation requests of two (2) or more employees in the same classification conflict, the decision will be made by the supervisor who will consider the needs of the District and the preference of employees. All other things being equal, the employee with greater District seniority will be given preference.

11.4.2 Approved requests for vacation may not be arbitrarily rescinded. If the request for vacation is denied by the supervisor, the employee may appeal the denial to the next management level whose decision shall be final.

11.4.3 No vacation shall be granted prior to the time it is earned, except that the unit administrator, or designee, may approve advance vacation leave.

11.4.4 Earned vacation is to be taken within twelve (12) months following earning except that a maximum of five (5) days may be accumulated and carried over to the next fiscal year. After the completion of five (5) years of District service, twelve (12) days may be accumulated.

All earned vacation hours accrued beyond the five (5) days shall be cashed out by July 30th September 1st of each year.

~~The current accumulated vacation in excess of five (5) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018.~~

11.4.5 Vacation time cannot be used by employees in less than one hour increments.

11.4.6 Employees employed for less than twelve (12) months shall be paid for their vacation in lieu of being permitted to take vacation during the school year.

11.4.7 Twelve month employees are strongly encouraged to utilize their vacation during the school year. All reasonable attempts shall be made to accommodate the requests of employees scheduling vacation. If a twelve month employee is prohibited from utilizing his/her vacation during the school year (July 1 to June 30), any vacation days over and above the maximum accrual shall be paid to the employee after the end of the school year in which it was accrued and not taken.

11.5 HOLIDAY WHILE ON VACATION

If a holiday occurs during an employee's vacation period, such employee shall be compensated for that day as a holiday.

11.6 ILLNESS WHILE ON VACATION

In the event an employee on vacation becomes ill, the employee may contact his/her supervisor and report the illness. If the employee wishes to have the illness charged to sick leave rather than vacation leave, the employee shall notify his/her supervisor in writing of such request.

11.7 TRANSFER OF VACATION CREDIT

A permanent classified employee may transfer accumulated vacation credits to another District employee consistent with the terms of this Agreement. Any intended transfer of vacation credit must first be noticed to the Payroll Office.

ARTICLE 14 PERFORMANCE EVALUATIONS

The District proposes the following changes to this Article.

14.3 EVALUATION SCHEDULE

14.3.1 Probationary Period and Evaluations

The probationary period of all employees shall be for ~~nine (9)~~ six (6) months from date of hire as a probationary employee. If a long term substitute or temporary employee or a short-term employee whose service is performed at the same school or site with the same immediate supervisor is appointed as a probationary employee to the same position, or to another position in the same class, which he/she held as a substitute or temporary or short-term employee, the time served in the long-term substitute or temporary or short-term status shall be counted in computing the completion date of the probationary period, provided there is no break in the service of such employee.

14.3.1.1 Within ~~thirty (30)~~ twenty (20) calendar days of service in a regular position, each classified employee shall meet with the administrator assigned to conduct his/her evaluation to review his/her assignment, work expectations, and discuss the probationary evaluation process. Following the completion of ~~ninety (90)~~ forty (40) calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation, which shall be completed no later than ~~sixty (60)~~ thirty (30) calendar days prior to the completion of their probationary period, unless mitigating circumstances delay the process.

14.3.1.2 Should an employee's first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation thirty (30) calendar days prior to receiving his/her final probationary evaluation.

14.3.1.3 At any time prior to the expiration of the probationary period, the Superintendent or his/her designee may, at his/her discretion, with or without cause, release a probationary classified employee from District employment. A probationary employee shall not be entitled to a hearing nor to any of the procedures of Article 19.

14.3.2 Permanent Employees

All permanent employees shall receive a regular evaluation once every two (2) years according to the following schedule:

14.3.2.1 An employee whose social security number ends in an even number shall be evaluated in even years.

14.3.2.2 An employee whose social security number ends in an uneven number shall be evaluated in years ending in an uneven number.

14.3.2.3 Even or uneven years refer to the year in which school year ends (e.g., 1983-84 is an even year).

14.3.2.4 Each permanent employee shall be given a pre-evaluation conference no later than November 30. This pre-evaluation conference shall be to review the evaluation procedures and to identify additional items which the employee or the unit administrator or designee may wish to include in the evaluation. This conference also may be used to indicate any needed areas of improvement.

ARTICLE 17 PROFESSIONAL GROWTH PROGRAM

The District proposes the following changes to this Article.

17.1 PURPOSE

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

17.2 ELIGIBILITY

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

17.3 METHODS OF CREDIT

17.3.1 College, University and District-Sponsored Courses or Workshops In-service growth credit may be earned by successful completion as certified by official grade cards or transcripts for coursework taken from any of the following:

17.3.1.1 Four- year colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.2 Universities accredited by an accrediting association recognized by the Federal Department of Education.

17.3.1.3 Junior or community colleges accredited by an accrediting association recognized by the Federal Department of Education.

17.3.2 Conferences or Training Programs

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

Adult Education Programs.

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

Special training programs/conventions/workshops.

Private firms.

Private schools (business).

Trade union programs.

Recognized community resource groups.

Other governmental organizations.

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

Total Hours of Attendance or Effort	Semester Unit Equivalent
15	½
30	1
45	1-1/2
60	2

17.3.2.3 Participation in such activities must be certified in writing by appropriate officials on forms provided by the Human Resource Services Office.

17.3.4 **District Sponsored Training Programs (Enhanced Professional Growth)**
Professional growth units may be acquired for attendance at District and/or Union sponsored training programs with a credit of one (1) unit per sixteen (16) hours of training for programs that have been designated in writing by the District as an Enhanced Professional Growth (EPG) program.

17.3.5 **Travel**

17.3.5.1 Credit may be authorized for approved travel which can be demonstrated to have benefit and a direct relationship to the employee's current assignment at the rate of one (1) semester unit per each week of such travel to a maximum of three (3) semester units.

17.3.5.2 Credit shall be authorized on the basis of one (1) semester unit per forty (40) hours of time and effort expended. Upon completion of the project, the employee must submit the project itself or a detailed description of the project, including time spent and the employee's evaluation of its worth. Credit cannot be authorized for work for this type which is performed during an employee's regular duty hours.

17.4 **APPROVAL PROCEDURES**

17.4.1 All requests for prior approval of professional growth credits for proposed courses, programs, travel or special projects shall be submitted to the employee's unit administrator, or designee, for review and written approval. The employee shall have the right to appeal the decision of the unit administrator to the director, Human Resource Services.

17.4.2 Approval by the director, Human Resource Services, prior to beginning any professional growth activities is required except for those activities listed in Section 3.1; however, it is advised since it provides protection to the employee against taking a course and later finding that it is not acceptable for salary credit.

17.4.3 **Plans for Professional Growth**

Plans for professional growth which include more than one (1) course may be submitted to the Human Resource Director for prior approval, thus eliminating the need for separate approval action on each course or activity undertaken.

17.5 **RESTRICTIONS**

17.5.1 Job-Related Courses

At least fifty percent (50%) of the professional growth credits shall be directly related to the employee's duties as defined by job classification specifications and/or related to other District positions for which the employee seeks to qualify for transfer and/or promotion.

17.5.2 General Education Courses

At least fifty percent (50%) of the professional growth credits may be "general education" units which shall be certified as appropriate by the Classified Personnel Director. Courses which are a vocational, hobby type or are taken for personal pleasure or amusement are not certifiable.

17.5.3 No On-Duty Credit

Professional growth credits cannot be given for courses or activities undertaken while an employee is required to be on duty.

17.5.4 Credits During Employment

Only units completed after employment with the District may be considered for professional growth credit.

17.6 **SALARY ALLOWABLE**

17.6.1 Effective July 1, 1998 the compensation per unit of approved course work or activities and the maximum number of units shall be as follows:

0 - 6.5 units	\$5.00
7 - 13.5 units	\$6.00
14 - 20.5 units	\$7.00
21 - 47 units	\$8.00
48 - 55 units	\$9.00

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

17.6.3 No salary credit shall be granted until the employee has served ~~three (3) full consecutive years~~ 18 consecutive months in the District, although units may be earned immediately after employment. In determining the total service, prior

service of an employee who resigns and is reemployed within six (6) months shall be counted as consecutive.

17.6.4 After ~~three (3) years~~ 18 consecutive months served in the District, the employee may receive salary credit for not more than six (6) units per year. "Stockpiling" of units (earning units in advance) prior to eligibility to receive salary credit shall be limited to nine (9) units.

17.6.5 The term "per year" as used herein refers to the fiscal year, July 1 to June 30.

17.6.6 Verification of units earned for in-service salary credits shall be submitted as they are earned to the Human Resource Services Department. Twice annually, on September 1 and April 1, the Human Resource Services Department will review employees' length of service and accumulated units to determine eligibility for receiving in-service salary credit. The deadline for filing units and meeting experience requirements shall be August 1 for the changes effective September 1 and March 1 for changes effective April 1. Compensation for in-service growth credit shall be retroactive to September 1 for units filed by the August 1 deadline and retroactive to April 1 for units filed by the March 1 deadline.

17.6.7 No less than one-half (½) unit of credit may be submitted at any one time.

17.7 **APPEAL PROCEDURES**

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

17.7.2 The Superintendent or designee shall review upon appeal by the employee the written record of the appeal committee. The superintendent or designee may or may not, after reviewing the written record, reconvene the parties. The decision of the superintendent or designee shall be final and shall not be subject to the grievance procedure.

ARTICLE 20 LAYOFF

The District's position is to maintain Current Contract Language for this Article.

20.1 LAYOFF DEFINED

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

20.2 PROBATIONARY WORK YEAR DEFINED

For purposes of this Article 20 (Layoff) only, all members of the bargaining unit shall be assigned to a work year, as defined herein, depending upon the number of days per school year they work. An employee working from 179 to 181 days shall be assigned a nine (9) month work year. An employee working from 182 to 208 days shall be assigned a ten (10) month work year. An employee working from 209 to 236 days shall be assigned an eleven (11) month work year. An employee working more than 237 days shall be assigned a twelve (12) month work year.

20.3 LAYOFF SENIORITY

For purposes of Article 20 (Layoff), seniority is established by the employee's date of hire as a regular probationary or permanent employee of the District in the classification, work year and work hours (this calculation does not include any substitute or temporary time served by the unit member unless this time was used to compute the completion of the employee's probationary work year under Section 14.3.1) plus any service in higher classes (i.e., those with higher pay ranges) with deductions for any unpaid time as outlined below. Except for reinstatement within thirty-nine (39) months or reemployment as a probationary employee within the same class within one year of resignation, a break in employment and subsequent reemployment shall create a new hire date. If two or more employees subject to layoff have equal seniority as defined herein, then the employee with the most recent hire date in the District shall be laid off first. If date of hire in the District does not break the tie, then the tie shall be broken by random drawing.

20.3.1 Service Credit for Certain Unpaid Leaves

The District shall grant seniority credit for time spent on unpaid leaves in the following areas: Military Leave, Illness Leave, Maternity Leave, Industrial Accident/Illness Leave, Family Care Leave, and any other unpaid leaves permitted by the Education Code under Section 45308.

20.3.2 **No Service Credit for Other Unpaid Leaves**

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

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

20.4 **ORDER OF LAYOFF**

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

20.5 **DISTRICT AND UNION RIGHTS**

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

20.6 **LAYOFF PROCEDURE**

Positions to be eliminated or for which hours will be reduced shall be identified by the District by classification, hours, and work year (as defined in Section 20.2).

20.6.1 First Step – Administrative Transfer

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

20.6.2 Second Step – Layoff

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

20.6.3 Third Step – Bumping Rights Within a Classification

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

20.6.4 Fourth Step – Bumping Rights to Another Classification

The employee having the least seniority within his/her classification, hours, and work year who is to be laid off, and who has seniority in a different classification, hours, and work year (with an equal or lower maximum salary range) greater than that of an incumbent, shall be placed in a vacancy in that classification, hours, and work year, if any. If there are no vacancies in the classification, hours, and work year the employee shall have the right to displace the incumbent with the least seniority in that classification, hours, and work year.

20.6.4.1 **Bumping Rights**

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

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

20.6.5 Layoff Notice

Employees subject to layoff shall receive notice of the layoff forty-five (45) days before the effective date. They shall be informed of their reemployment rights and bumping rights, if any. Per EERA, only the effects of the layoff shall be subject to negotiations.

20.7 **VOLUNTARY DEMOTIONS/REDUCTIONS**

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

20.8 **REEMPLOYMENT RIGHTS**

20.8.1 Classified employees laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed

in preference of new applicants. Persons so laid off also have the right to apply and establish their qualification for vacant promotional positions within the District during the thirty-nine (39) month period.

- 20.8.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. Employees who take voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reclassified or reassigned shall be hired into positions within their class with greater hours, up to the hours of their position before taking a voluntary reduction in assigned time, in preference of new applicants.
- 20.8.3 Upon rejecting two (2) offers of reemployment, the employee's name shall be removed from the reemployment list and he/she shall forfeit all rights to which he/she would otherwise be entitled. If an employee on the thirty-nine (39) month reemployment list is hired by the District to a different classification than that which the employee was laid off from, he/she shall remain on the thirty-nine (39) month reemployment list.
- 20.8.4 To be reinstated, an employee must be fully capable of performing the normal and customary duties of the job. Employees whose physical condition is such that they cannot be reinstated at the time called for reemployment will be kept on the reemployment list until physically capable of returning to work or for a period not to exceed thirty-nine (39) calendar months.
- 20.8.5 Notification
- When a vacancy occurs, the most senior employee on the thirty-nine (39) month reemployment list for that classification, hours, and work year will be so notified by certified U.S. mail at his/her last known address and given the opportunity to accept or reject appointment into the vacant position. The employee must advise the District of his/her decision no later than ten (10) calendar days following receipt of the notification. If the employee accepts, he/she must report to work no later than two (2) calendar weeks from the vacancy notification date or on a later date specified by the District.
- 20.8.6 A laid off employee will be reemployed with all rights and benefits accorded to him/her at the time of layoff. A laid off probationary employee will be reemployed as a probationary employee, and the time served toward the completion of the probationary period will be counted in accordance with Section 14.3.1. A laid off employee, when reemployed, will be placed on a salary step held at the time of layoff. An employee who bumped into a lower class will, when reinstated to the previous class, be placed on the salary step to which he/she would have progressed had he/she remained there.

ARTICLE 24 DURATION

The District proposes the following changes to this Article.

24.1 EFFECT

This Agreement shall be effective after ratification by the Board and by the Union.

24.2 DURATION

This Agreement shall be effective upon ratification by the parties and shall begin July 1, ~~2020~~17 and will remain in effect until June 30, 2023~~0~~.

24.3 REOPENING

~~Three (3) year agreement, with openers on 2nd and 3rd year of contract for wages, benefits and up to 2 additional articles.~~

The parties will agree to resume negotiations on reopeners on or before December 1, 2022, with the shared goal of reaching agreement as soon as possible prior to the start of the 2023-2024 school year. The parties will meet not less than twice a month to make progress toward this goal. It is understood that the parties reserve the right to maintain their respective bargaining positions on all issues when negotiations resume for a successor contract. The District and TCS agree that Article 6 Compensation, will be reopened for the 2022-2023 contract term, plus one additional article selected by the District and one additional article selected by TCS.

24.4 SIGNING OF AGREEMENT

[Signatures on Following Page]

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

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

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

The Governing Board will act upon this agreement on: **September 8th, 2022**
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2022-23	Year 2 Increase/(Decrease) 2023-24	Year 3 Increase/(Decrease) 2024-25
1.	Salary Schedule Including Step and Column	\$ 1,843,053	\$ 73,724	\$ 74,240	\$ 74,760
			4.00%	3.87%	3.75%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ 162,666	\$ 476	\$ 476
	Description of Other Compensation		Stipend, longevity increase	longevity increase	longevity increase
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 639,729	\$ 82,902	\$ 25,852	\$ 25,580
			12.96%	3.58%	3.42%
4.	Health/Welfare Plans	\$ 315,543	\$ 43,953	\$ 47,469	\$ 51,267
			13.93%	13.20%	12.60%
5.	Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 2,798,325	\$ 363,245	\$ 148,037	\$ 152,083
			12.98%	4.68%	4.60%
6.	Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	23.00			
7.	Total Compensation Average Cost per Bargaining Unit Employee	\$ 121,666	\$ 15,793	\$ 6,436	\$ 6,612
			12.98%	4.68%	4.60%

A. Proposed Change in Compensation (Continued)

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

The percentage change is 4% for 2021-22 ongoing, an increase to 100% of dental, vision and medical, and a one time stipend of \$7000 for all unit members. Longevity increased by \$238 per longevity increment.

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

N/A

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

NA

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

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

NA

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

NA

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

N/A

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

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted and restricted general fund.

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

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

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
Teamsters Classified Supervisors**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 480,336,745		\$ -	\$ 480,336,745
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 10,956,425		\$ -	\$ 10,956,425
Other Local Revenue	8600-8799	\$ 5,910,294		\$ -	\$ 5,910,294
TOTAL REVENUES		\$ 497,203,464		\$ -	\$ 497,203,464
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 178,049,044	\$ -	\$ -	\$ 178,049,044
Classified Salaries	2000-2999	\$ 39,427,868	\$ 26,589	\$ -	\$ 39,454,457
Employee Benefits	3000-3999	\$ 127,427,529	\$ 14,548	\$ -	\$ 127,442,077
Books and Supplies	4000-4999	\$ 8,011,516		\$ -	\$ 8,011,516
Services and Other Operating Expenditures	5000-5999	\$ 29,076,846		\$ -	\$ 29,076,846
Capital Outlay	6000-6999	\$ 29,000		\$ -	\$ 29,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,540,000		\$ -	\$ 1,540,000
Transfers of Indirect Costs	7300-7399	\$ (8,279,893)		\$ -	\$ (8,279,893)
TOTAL EXPENDITURES		\$ 375,281,910	\$ 41,137	\$ -	\$ 375,323,047
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,342,426	\$ -	\$ -	\$ 2,342,426
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ (96,922,460)	\$ -	\$ -	\$ (96,922,460)
OPERATING SURPLUS (DEFICIT)*		\$ 27,341,520	\$ (41,137)	\$ -	\$ 27,300,383
BEGINNING FUND BALANCE					
	9791	\$ 42,691,089			\$ 42,691,089
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 70,032,609	\$ (41,137)	\$ -	\$ 69,991,472
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ 41,439,681	\$ -	\$ -	\$ 41,439,681
Assigned	9780	\$ 3,177,835	\$ -	\$ -	\$ 3,177,835
Reserve for Economic Uncertainties	9789	\$ 13,611,109	\$ -	\$ -	\$ 13,611,109
Unassigned/Unappropriated Amount	9790	\$ 11,478,984	\$ (41,137)	\$ -	\$ 11,437,847

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
Bargaining Unit: Teamsters Classified Supervisors

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 2,251,179		\$ -	\$ 2,251,179
Federal Revenue 8100-8299	\$ 91,620,567		\$ -	\$ 91,620,567
Other State Revenue 8300-8599	\$ 179,887,286		\$ -	\$ 179,887,286
Other Local Revenue 8600-8799	\$ 2,348,651		\$ -	\$ 2,348,651
TOTAL REVENUES	\$ 276,107,683		\$ -	\$ 276,107,683
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 65,846,912	\$ -	\$ -	\$ 65,846,912
Classified Salaries 2000-2999	\$ 31,616,783	\$ 184,813	\$ -	\$ 31,801,596
Employee Benefits 3000-3999	\$ 89,430,083	\$ 103,544	\$ -	\$ 89,533,627
Books and Supplies 4000-4999	\$ 21,391,198		\$ (288,357)	\$ 21,102,841
Services and Other Operating Expenditures 5000-5999	\$ 86,842,398		\$ -	\$ 86,842,398
Capital Outlay 6000-6999	\$ 5,400,251		\$ -	\$ 5,400,251
Other Outgo (excluding Indirect Costs) 7100-7299			\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,088,334		\$ -	\$ 7,088,334
TOTAL EXPENDITURES	\$ 307,615,959	\$ 288,357	\$ (288,357)	\$ 307,615,959
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 96,922,460	\$ -	\$ -	\$ 96,922,460
OPERATING SURPLUS (DEFICIT)*	\$ 65,414,184	\$ (288,357)	\$ 288,357	\$ 65,414,184
BEGINNING FUND BALANCE				
9791	\$ 24,600,396			\$ 24,600,396
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 90,014,580	\$ (288,357)	\$ 288,357	\$ 90,014,580
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 90,014,580	\$ -	\$ -	\$ 90,014,580
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (288,357)	\$ 288,357	\$ -

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

Teamsters Classified Supervisors

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 482,587,924		\$ -	\$ 482,587,924
Federal Revenue	8100-8299	\$ 91,620,567		\$ -	\$ 91,620,567
Other State Revenue	8300-8599	\$ 190,843,711		\$ -	\$ 190,843,711
Other Local Revenue	8600-8799	\$ 8,258,945		\$ -	\$ 8,258,945
TOTAL REVENUES		\$ 773,311,147		\$ -	\$ 773,311,147
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 243,895,956	\$ -	\$ -	\$ 243,895,956
Classified Salaries	2000-2999	\$ 71,044,651	\$ 211,402	\$ -	\$ 71,256,053
Employee Benefits	3000-3999	\$ 216,857,612	\$ 118,092	\$ -	\$ 216,975,704
Books and Supplies	4000-4999	\$ 29,402,714		\$ (288,357)	\$ 29,114,357
Services and Other Operating Expenditures	5000-5999	\$ 115,919,244		\$ -	\$ 115,919,244
Capital Outlay	6000-6999	\$ 5,429,251		\$ -	\$ 5,429,251
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,540,000		\$ -	\$ 1,540,000
Transfers of Indirect Costs	7300-7399	\$ (1,191,559)		\$ -	\$ (1,191,559)
TOTAL EXPENDITURES		\$ 682,897,869	\$ 329,494	\$ (288,357)	\$ 682,939,006
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,342,426	\$ -	\$ -	\$ 2,342,426
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 92,755,704	\$ (329,494)	\$ 288,357	\$ 92,714,567
BEGINNING FUND BALANCE					
	9791	\$ 67,291,485			\$ 67,291,485
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 160,047,189	\$ (329,494)	\$ 288,357	\$ 160,006,052
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 90,014,580	\$ -	\$ -	\$ 90,014,580
Committed	9750-9760	\$ 41,439,681	\$ -	\$ -	\$ 41,439,681
Assigned	9780	\$ 3,177,835	\$ -	\$ -	\$ 3,177,835
Reserve for Economic Uncertainties	9789	\$ 13,611,109	\$ -	\$ -	\$ 13,611,109
Unassigned/Unappropriated Amount	9790	\$ 11,478,984	\$ (329,494)	\$ 288,357	\$ 11,437,847

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund
Teamsters Classified Supervisors

Bargaining Unit:

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 30,250,000		\$ -	\$ 30,250,000
Other State Revenue	8300-8599	\$ 1,010,761		\$ -	\$ 1,010,761
Other Local Revenue	8600-8799	\$ 380,000		\$ -	\$ 380,000
TOTAL REVENUES		\$ 31,640,761		\$ -	\$ 31,640,761
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 9,295,626	\$ -	\$ -	\$ 9,295,626
Classified Salaries	2000-2999	\$ 7,902,626	\$ 24,988	\$ -	\$ 7,927,614
Employee Benefits	3000-3999	\$ 13,519,000	\$ 8,763	\$ -	\$ 13,527,763
Books and Supplies	4000-4999	\$ 1,418,500		\$ -	\$ 1,418,500
Services and Other Operating Expenditures	5000-5999	\$ 300,000		\$ -	\$ 300,000
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 699,248		\$ -	\$ 699,248
TOTAL EXPENDITURES		\$ 33,135,000	\$ 33,751	\$ -	\$ 33,168,751
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (1,494,239)	\$ (33,751)	\$ -	\$ (1,527,990)
BEGINNING FUND BALANCE					
	9791	\$ 15,655,293			\$ 15,655,293
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 14,161,053	\$ (33,751)	\$ -	\$ 14,127,302
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 13,938,231	\$ -	\$ -	\$ 13,938,231
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 222,822	\$ -	\$ -	\$ 222,822
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (33,751)	\$ -	\$ (33,751)

*Net Increase (Decrease) in Fund Balance

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

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

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (288,357)	
Other Financing Sources/Uses	\$ -	

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

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

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

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

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

Additional Comments:

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

**Unrestricted General Fund MYP
Teamsters Classified Supervisors**

Bargaining Unit:

Object Code		2022-23	2023-24	2024-25
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	\$ 480,336,745	\$ 488,969,741	\$ 493,801,371
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 10,956,425	\$ 10,956,425	\$ 10,956,425
Other Local Revenue	8600-8799	\$ 5,910,294	\$ 5,910,294	\$ 5,910,294
TOTAL REVENUES		\$ 497,203,464	\$ 505,836,460	\$ 510,668,090
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 178,049,044	\$ 176,931,045	\$ 178,915,365
Classified Salaries	2000-2999	\$ 39,454,457	\$ 39,648,900	\$ 39,926,442
Employee Benefits	3000-3999	\$ 127,442,077	\$ 131,087,357	\$ 136,365,069
Books and Supplies	4000-4999	\$ 8,011,516	\$ 13,168,515	\$ 14,356,867
Services and Other Operating Expenditures	5000-5999	\$ 29,076,846	\$ 29,179,845	\$ 30,368,197
Capital Outlay	6000-6999	\$ 29,000	\$ 29,000	\$ 29,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,540,000	\$ 1,540,000	\$ 1,540,000
Transfers of Indirect Costs	7300-7399	\$ (8,279,893)	\$ (8,279,893)	\$ (8,279,893)
Other Adjustments				
TOTAL EXPENDITURES		\$ 375,323,047	\$ 383,304,769	\$ 393,221,047
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ 2,342,426	\$ 2,342,426	\$ 2,342,426
Transfers Out and Other Uses	7600-7699	\$ -		
Contributions	8980-8999	\$ (96,922,460)	\$ (105,137,961)	\$ (113,887,468)
OPERATING SURPLUS (DEFICIT)*		\$ 27,300,383	\$ 19,736,156	\$ 5,902,001
BEGINNING FUND BALANCE				
	9791	\$ 42,691,089	\$ 69,991,472	\$ 89,727,628
Audit Adjustments/Other Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 69,991,472	\$ 89,727,628	\$ 95,629,629
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted	9740			
Committed	9750-9760	\$ 41,439,681	\$ 41,439,681	\$ 41,439,681
Assigned	9780	\$ 3,177,835	\$ 1,505,730	\$ 1,505,730
Reserve for Economic Uncertainties	9789	\$ 13,611,109	\$ 13,605,838	\$ 12,954,648
Unassigned/Unappropriated Amount	9790	\$ 11,437,847	\$ 32,851,379	\$ 39,404,570

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

**Restricted General Fund MYP
Teamsters Classified Supervisors**

Bargaining Unit:

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 2,251,179	\$ 2,251,179	\$ 2,251,179
Federal Revenue 8100-8299	\$ 91,620,567	\$ 88,149,711	\$ 36,924,916
Other State Revenue 8300-8599	\$ 179,887,286	\$ 99,636,745	\$ 99,636,745
Other Local Revenue 8600-8799	\$ 2,348,651	\$ 2,121,378	\$ 2,121,378
TOTAL REVENUES	\$ 276,107,683	\$ 192,159,013	\$ 140,934,218
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 65,846,912	\$ 66,447,785	\$ 55,449,760
Classified Salaries 2000-2999	\$ 31,801,596	\$ 30,956,153	\$ 24,868,704
Employee Benefits 3000-3999	\$ 89,533,627	\$ 89,155,741	\$ 79,879,739
Books and Supplies 4000-4999	\$ 21,102,841	\$ 20,605,272	\$ 14,392,696
Services and Other Operating Expenditures 5000-5999	\$ 86,842,398	\$ 81,331,252	\$ 79,045,700
Capital Outlay 6000-6999	\$ 5,400,251	\$ 5,400,251	\$ 816,918
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		
Transfers of Indirect Costs 7300-7399	\$ 7,088,334	\$ 6,562,902	\$ 4,956,995
Other Adjustments		\$ (1,116,305)	\$ (2,542,748)
TOTAL EXPENDITURES	\$ 307,615,959	\$ 299,343,051	\$ 256,867,764
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 96,922,460	\$ 105,137,961	\$ 113,887,468
OPERATING SURPLUS (DEFICIT)*	\$ 65,414,184	\$ (2,046,077)	\$ (2,046,078)
BEGINNING FUND BALANCE			
9791	\$ 24,600,396	\$ 90,014,580	\$ 87,968,503
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 90,014,580	\$ 87,968,503	\$ 85,922,425
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 90,014,580	\$ 87,968,502	\$ 85,922,425
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 1	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP
Bargaining Unit: Teamsters Classified Supervisors

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 482,587,924	\$ 491,220,920	\$ 496,052,550
Federal Revenue 8100-8299	\$ 91,620,567	\$ 88,149,711	\$ 36,924,916
Other State Revenue 8300-8599	\$ 190,843,711	\$ 110,593,170	\$ 110,593,170
Other Local Revenue 8600-8799	\$ 8,258,945	\$ 8,031,672	\$ 8,031,672
TOTAL REVENUES	\$ 773,311,147	\$ 697,995,473	\$ 651,602,308
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 243,895,956	\$ 243,378,830	\$ 234,365,125
Classified Salaries 2000-2999	\$ 71,256,053	\$ 70,605,053	\$ 64,795,146
Employee Benefits 3000-3999	\$ 216,975,704	\$ 220,243,098	\$ 216,244,808
Books and Supplies 4000-4999	\$ 29,114,357	\$ 33,773,787	\$ 28,749,563
Services and Other Operating Expenditures 5000-5999	\$ 115,919,244	\$ 110,511,097	\$ 109,413,897
Capital Outlay 6000-6999	\$ 5,429,251	\$ 5,429,251	\$ 845,918
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,540,000	\$ 1,540,000	\$ 1,540,000
Transfers of Indirect Costs 7300-7399	\$ (1,191,559)	\$ (1,716,991)	\$ (3,322,898)
Other Adjustments		\$ (1,116,305)	\$ (2,542,748)
TOTAL EXPENDITURES	\$ 682,939,006	\$ 682,647,820	\$ 650,088,811
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,342,426	\$ 2,342,426	\$ 2,342,426
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 92,714,567	\$ 17,690,079	\$ 3,855,923
BEGINNING FUND BALANCE			
9791	\$ 67,291,485	\$ 160,006,052	\$ 177,696,131
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 160,006,052	\$ 177,696,131	\$ 181,552,054
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 90,014,580	\$ 87,968,502	\$ 85,922,425
Committed 9750-9760	\$ 41,439,681	\$ 41,439,681	\$ 41,439,681
Assigned 9780	\$ 3,177,835	\$ 1,505,730	\$ 1,505,730
Reserve for Economic Uncertainties 9789	\$ 13,611,109	\$ 13,605,838	\$ 12,954,648
Unassigned/Unappropriated Amount 9790	\$ 11,437,847	\$ 32,851,380	\$ 39,404,570

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 682,939,006	\$ 682,647,820	\$ 650,088,811
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 682,939,006	\$ 682,647,820	\$ 650,088,811
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 13,658,780	\$ 13,652,956	\$ 13,001,776

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 13,611,109	\$ 13,605,838	\$ 12,954,648
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 11,437,847	\$ 32,851,379	\$ 39,404,570
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 25,048,956	\$ 46,457,217	\$ 52,359,218
f.	Reserve for Economic Uncertainties Percentage	3.67%	6.81%	8.05%

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

2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 363,245
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (329,494)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (33,751)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (363,245)

Variance \$ -

Variance Explanation:

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 92,755,704	13.6%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 92,714,567	13.6%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 17,690,079	2.6%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 3,855,923	0.6%	

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (1,116,305)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (2,542,748)	

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

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2021 to June 30, 2022.

Board Actions

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

Current Year

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 74,888
Ending Balance(s) Increase/(Decrease)	\$ (74,888)

Subsequent Years

Budget Adjustment Categories:

	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ (27,453)
Ending Balance(s) Increase/(Decrease)	\$ 27,453

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

District Superintendent (Signature)	Date
---	-------------

I hereby certify I am unable to certify

Chief Business Official (Signature)	Date
---	-------------

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

K. CERTIFICATION NO. 2

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

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

Sacramento City Unified School District

District Name

**District Superintendent
(Signature)**

Date

Contact Person

Phone

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on September 8th, 2022, took action to approve the proposed agreement with the Teamsters Classified Supervisors

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

Date

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.8

Meeting Date: September 8, 2022

Subject: Approve AB 1200 Disclosure and Approval of Increased Employer Contribution for Non-Represented Employees' Regarding Dental and Vision Benefits

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

Division: Labor Relations and Business Services

Recommendation: Approve District's increased commitment regarding non-represented employees' dental and vision benefits.

Background/Rationale: The District has committed to pay 100% of the cost of dental and vision benefits for all non-represented employees and their dependents. Effective the first day of the month that follows approval of this action item, all District non-represented employees and their dependents will have 100% employer-paid dental and vision benefits.

Financial Considerations: Total ongoing cost of \$325,513.28 across three years and to be funded with unrestricted general fund.

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

Documents Attached:

1. AB 1200 Disclosure

Estimated Time of Presentation: 5 minutes

Submitted by: Rose F. Ramos, Chief Business & Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

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

Name of School District:	Sacramento City Unified School District
Name of Bargaining Unit:	Nonrep Management
Certificated, Classified, Other:	Certificated and Classified

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

The Governing Board will act upon this agreement on: **September 8th, 2022**
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2022-23	2023-24	2024-25
1. Salary Schedule Including Step and Column	\$ 21,712,532	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 7,667,253	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
4. Health/Welfare Plans	\$ 2,276,473	\$ 100,269	\$ 108,291	\$ 116,954
		4.40%	4.56%	4.71%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 31,656,258	\$ 100,269	\$ 108,291	\$ 116,954
		0.32%	0.34%	0.37%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	0.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%

A. Proposed Change in Compensation (Continued)

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

NA

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

N/A

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

NA

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

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

Adjustment to cover 100% of dental and vision costs for employee, employee + 1 and employee family.

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

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

N/A

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

N/A

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted and restricted general fund.

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

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

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

**Unrestricted General Fund
Nonrep Management**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 480,336,745		\$ -	\$ 480,336,745
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 10,956,425		\$ -	\$ 10,956,425
Other Local Revenue	8600-8799	\$ 5,910,294		\$ -	\$ 5,910,294
TOTAL REVENUES		\$ 497,203,464		\$ -	\$ 497,203,464
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 178,049,044	\$ -	\$ -	\$ 178,049,044
Classified Salaries	2000-2999	\$ 39,427,868	\$ -	\$ -	\$ 39,427,868
Employee Benefits	3000-3999	\$ 127,427,529	\$ 100,269	\$ -	\$ 127,527,798
Books and Supplies	4000-4999	\$ 8,011,516		\$ -	\$ 8,011,516
Services and Other Operating Expenditures	5000-5999	\$ 29,076,846		\$ -	\$ 29,076,846
Capital Outlay	6000-6999	\$ 29,000		\$ -	\$ 29,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,540,000		\$ -	\$ 1,540,000
Transfers of Indirect Costs	7300-7399	\$ (8,279,893)		\$ -	\$ (8,279,893)
TOTAL EXPENDITURES		\$ 375,281,910	\$ 100,269	\$ -	\$ 375,382,179
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 2,342,426	\$ -	\$ -	\$ 2,342,426
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ (96,922,460)	\$ -	\$ -	\$ (96,922,460)
OPERATING SURPLUS (DEFICIT)*		\$ 27,341,520	\$ (100,269)	\$ -	\$ 27,241,251
BEGINNING FUND BALANCE					
	9791	\$ 42,691,089			\$ 42,691,089
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 70,032,609	\$ (100,269)	\$ -	\$ 69,932,340
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ 41,439,681	\$ -	\$ -	\$ 41,439,681
Assigned	9780	\$ 3,177,835	\$ -	\$ -	\$ 3,177,835
Reserve for Economic Uncertainties	9789	\$ 13,611,109	\$ -	\$ -	\$ 13,611,109
Unassigned/Unappropriated Amount	9790	\$ 11,478,984	\$ (100,269)	\$ -	\$ 11,378,715

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
Nonrep Management

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 2,251,179		\$ -	\$ 2,251,179
Federal Revenue	8100-8299	\$ 91,620,567		\$ -	\$ 91,620,567
Other State Revenue	8300-8599	\$ 179,887,286		\$ -	\$ 179,887,286
Other Local Revenue	8600-8799	\$ 2,348,651		\$ -	\$ 2,348,651
TOTAL REVENUES		\$ 276,107,683		\$ -	\$ 276,107,683
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 65,846,912	\$ -	\$ -	\$ 65,846,912
Classified Salaries	2000-2999	\$ 31,616,783	\$ -	\$ -	\$ 31,616,783
Employee Benefits	3000-3999	\$ 89,430,083	\$ -	\$ -	\$ 89,430,083
Books and Supplies	4000-4999	\$ 21,391,198		\$ -	\$ 21,391,198
Services and Other Operating Expenditures	5000-5999	\$ 86,842,398		\$ -	\$ 86,842,398
Capital Outlay	6000-6999	\$ 5,400,251		\$ -	\$ 5,400,251
Other Outgo (excluding Indirect Costs)	7100-7299			\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,088,334		\$ -	\$ 7,088,334
TOTAL EXPENDITURES		\$ 307,615,959	\$ -	\$ -	\$ 307,615,959
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 96,922,460	\$ -	\$ -	\$ 96,922,460
OPERATING SURPLUS (DEFICIT)*		\$ 65,414,184	\$ -	\$ -	\$ 65,414,184
BEGINNING FUND BALANCE					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 90,014,580	\$ -	\$ -	\$ 90,014,580
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 90,014,580	\$ -	\$ -	\$ 90,014,580
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

Nonrep Management

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 3/17/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 482,587,924		\$ -	\$ 482,587,924
Federal Revenue	8100-8299	\$ 91,620,567		\$ -	\$ 91,620,567
Other State Revenue	8300-8599	\$ 190,843,711		\$ -	\$ 190,843,711
Other Local Revenue	8600-8799	\$ 8,258,945		\$ -	\$ 8,258,945
TOTAL REVENUES		\$ 773,311,147		\$ -	\$ 773,311,147
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 243,895,956	\$ -	\$ -	\$ 243,895,956
Classified Salaries	2000-2999	\$ 71,044,651	\$ -	\$ -	\$ 71,044,651
Employee Benefits	3000-3999	\$ 216,857,612	\$ 100,269	\$ -	\$ 216,957,881
Books and Supplies	4000-4999	\$ 29,402,714		\$ -	\$ 29,402,714
Services and Other Operating Expenditures	5000-5999	\$ 115,919,244		\$ -	\$ 115,919,244
Capital Outlay	6000-6999	\$ 5,429,251		\$ -	\$ 5,429,251
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,540,000		\$ -	\$ 1,540,000
Transfers of Indirect Costs	7300-7399	\$ (1,191,559)		\$ -	\$ (1,191,559)
TOTAL EXPENDITURES		\$ 682,897,869	\$ 100,269	\$ -	\$ 682,998,138
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ 2,342,426	\$ -	\$ -	\$ 2,342,426
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 92,755,704	\$ (100,269)	\$ -	\$ 92,655,435
BEGINNING FUND BALANCE					
	9791	\$ 67,291,485			\$ 67,291,485
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 160,047,189	\$ (100,269)	\$ -	\$ 159,946,920
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 90,014,580	\$ -	\$ -	\$ 90,014,580
Committed	9750-9760	\$ 41,439,681	\$ -	\$ -	\$ 41,439,681
Assigned	9780	\$ 3,177,835	\$ -	\$ -	\$ 3,177,835
Reserve for Economic Uncertainties	9789	\$ 13,611,109	\$ -	\$ -	\$ 13,611,109
Unassigned/Unappropriated Amount	9790	\$ 11,478,984	\$ (100,269)	\$ -	\$ 11,378,715

*Net Increase (Decrease) in Fund Balance

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

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

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

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

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

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

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

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

Additional Comments:

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit:

Nonrep Management

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 480,336,745	\$ 488,969,741	\$ 493,801,371
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 10,956,425	\$ 10,956,425	\$ 10,956,425
Other Local Revenue 8600-8799	\$ 5,910,294	\$ 5,910,294	\$ 5,910,294
TOTAL REVENUES	\$ 497,203,464	\$ 505,836,460	\$ 510,668,090
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 178,049,044	\$ 176,931,045	\$ 178,915,365
Classified Salaries 2000-2999	\$ 39,427,868	\$ 39,643,068	\$ 39,920,569
Employee Benefits 3000-3999	\$ 127,527,798	\$ 131,187,988	\$ 136,473,933
Books and Supplies 4000-4999	\$ 8,011,516	\$ 13,168,515	\$ 14,356,867
Services and Other Operating Expenditures 5000-5999	\$ 29,076,846	\$ 29,179,845	\$ 30,368,197
Capital Outlay 6000-6999	\$ 29,000	\$ 29,000	\$ 29,000
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,540,000	\$ 1,540,000	\$ 1,540,000
Transfers of Indirect Costs 7300-7399	\$ (8,279,893)	\$ (8,279,893)	\$ (8,279,893)
Other Adjustments			
TOTAL EXPENDITURES	\$ 375,382,179	\$ 383,399,568	\$ 393,324,038
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,342,426	\$ 2,342,426	\$ 2,342,426
Transfers Out and Other Uses 7600-7699	\$ -		
Contributions 8980-8999	\$ (96,922,460)	\$ (105,137,961)	\$ (113,887,468)
OPERATING SURPLUS (DEFICIT)*	\$ 27,241,251	\$ 19,641,357	\$ 5,799,010
BEGINNING FUND BALANCE			
9791	\$ 42,691,089	\$ 69,932,340	\$ 89,573,697
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 69,932,340	\$ 89,573,697	\$ 95,372,707
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740			
Committed 9750-9760	\$ 41,439,681	\$ 41,439,681	\$ 41,439,681
Assigned 9780	\$ 3,177,835	\$ 1,505,730	\$ 1,505,730
Reserve for Economic Uncertainties 9789	\$ 13,611,109	\$ 13,605,838	\$ 12,954,648
Unassigned/Unappropriated Amount 9790	\$ 11,378,715	\$ 32,697,448	\$ 39,147,648

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

Nonrep Management

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 2,251,179	\$ 2,251,179	\$ 2,251,179
Federal Revenue 8100-8299	\$ 91,620,567	\$ 88,149,711	\$ 36,924,916
Other State Revenue 8300-8599	\$ 179,887,286	\$ 99,636,745	\$ 99,636,745
Other Local Revenue 8600-8799	\$ 2,348,651	\$ 2,121,378	\$ 2,121,378
TOTAL REVENUES	\$ 276,107,683	\$ 192,159,013	\$ 140,934,218
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 65,846,912	\$ 66,447,785	\$ 55,449,760
Classified Salaries 2000-2999	\$ 31,616,783	\$ 30,912,908	\$ 24,825,156
Employee Benefits 3000-3999	\$ 89,430,083	\$ 89,098,950	\$ 79,819,759
Books and Supplies 4000-4999	\$ 21,391,198	\$ 20,705,308	\$ 14,496,225
Services and Other Operating Expenditures 5000-5999	\$ 86,842,398	\$ 81,331,252	\$ 79,045,700
Capital Outlay 6000-6999	\$ 5,400,251	\$ 5,400,251	\$ 816,918
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		
Transfers of Indirect Costs 7300-7399	\$ 7,088,334	\$ 6,562,902	\$ 4,956,995
Other Adjustments		\$ (1,116,305)	\$ (2,542,748)
TOTAL EXPENDITURES	\$ 307,615,959	\$ 299,343,051	\$ 256,867,765
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 96,922,460	\$ 105,137,961	\$ 113,887,468
OPERATING SURPLUS (DEFICIT)*	\$ 65,414,184	\$ (2,046,077)	\$ (2,046,079)
BEGINNING FUND BALANCE			
9791	\$ 24,600,396	\$ 90,014,580	\$ 87,968,503
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 90,014,580	\$ 87,968,503	\$ 85,922,424
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 90,014,580	\$ 87,968,502	\$ 85,922,425
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 1	\$ (1)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: Nonrep Management

Object Code	2022-23	2023-24	2024-25
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 482,587,924	\$ 491,220,920	\$ 496,052,550
Federal Revenue 8100-8299	\$ 91,620,567	\$ 88,149,711	\$ 36,924,916
Other State Revenue 8300-8599	\$ 190,843,711	\$ 110,593,170	\$ 110,593,170
Other Local Revenue 8600-8799	\$ 8,258,945	\$ 8,031,672	\$ 8,031,672
TOTAL REVENUES	\$ 773,311,147	\$ 697,995,473	\$ 651,602,308
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 243,895,956	\$ 243,378,830	\$ 234,365,125
Classified Salaries 2000-2999	\$ 71,044,651	\$ 70,555,976	\$ 64,745,725
Employee Benefits 3000-3999	\$ 216,957,881	\$ 220,286,938	\$ 216,293,692
Books and Supplies 4000-4999	\$ 29,402,714	\$ 33,873,823	\$ 28,853,092
Services and Other Operating Expenditures 5000-5999	\$ 115,919,244	\$ 110,511,097	\$ 109,413,897
Capital Outlay 6000-6999	\$ 5,429,251	\$ 5,429,251	\$ 845,918
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,540,000	\$ 1,540,000	\$ 1,540,000
Transfers of Indirect Costs 7300-7399	\$ (1,191,559)	\$ (1,716,991)	\$ (3,322,898)
Other Adjustments		\$ (1,116,305)	\$ (2,542,748)
TOTAL EXPENDITURES	\$ 682,998,138	\$ 682,742,619	\$ 650,191,803
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 2,342,426	\$ 2,342,426	\$ 2,342,426
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 92,655,435	\$ 17,595,280	\$ 3,752,931
BEGINNING FUND BALANCE			
9791	\$ 67,291,485	\$ 159,946,920	\$ 177,542,200
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 159,946,920	\$ 177,542,200	\$ 181,295,131
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 90,014,580	\$ 87,968,502	\$ 85,922,425
Committed 9750-9760	\$ 41,439,681	\$ 41,439,681	\$ 41,439,681
Assigned 9780	\$ 3,177,835	\$ 1,505,730	\$ 1,505,730
Reserve for Economic Uncertainties 9789	\$ 13,611,109	\$ 13,605,838	\$ 12,954,648
Unassigned/Unappropriated Amount 9790	\$ 11,378,715	\$ 32,697,449	\$ 39,147,647

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 682,998,138	\$ 682,742,619	\$ 650,191,803
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 682,998,138	\$ 682,742,619	\$ 650,191,803
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 13,659,963	\$ 13,654,852	\$ 13,003,836

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 13,611,109	\$ 13,605,838	\$ 12,954,648
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 11,378,715	\$ 32,697,448	\$ 39,147,648
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 24,989,824	\$ 46,303,286	\$ 52,102,296
f.	Reserve for Economic Uncertainties Percentage	3.66%	6.78%	8.01%

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

2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 100,269
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (100,269)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (100,269)

Variance \$ -

Variance Explanation:

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 92,755,704	13.6%	Bargaining Unit Agreements
Current FY Surplus/(Deficit) after settlement(s)?	\$ 92,655,435	13.6%	Bargaining Unit Agreements
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 17,595,280	2.6%	Bargaining Unit Agreements
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 3,752,931	0.6%	Bargaining Unit Agreements

Deficit Reduction Plan (as necessary):

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (1,116,305)	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (2,542,748)	

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

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2021 to June 30, 2022.

Board Actions

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

Current Year

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 100,269
Ending Balance(s) Increase/(Decrease)	<u>\$ (100,269)</u>

Subsequent Years

Budget Adjustment Categories:	Budget Adjustment Increase/(Decrease)
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 225,243
Ending Balance(s) Increase/(Decrease)	<u>\$ (225,243)</u>

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

_____	_____
District Superintendent	Date
(Signature)	

I hereby certify I am unable to certify

_____	_____
Chief Business Official	Date
(Signature)	

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

K. CERTIFICATION NO. 2

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

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

Sacramento City Unified School District

District Name

**District Superintendent
(Signature)**

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on September 8th, 2022, took action to approve the proposed agreement with the Non Represented/Management/Confidential Employees.

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

Date

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: September 8, 2022

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Robert Aldama, Interim Purchasing Manager

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE & CAREER READINESS</u>		
California Department of Education A23-00003	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$15,000 No Match
2021-22 National Board Certified Teacher Incentive Program for teachers in Sacramento City Unified School District who are National Board Certified and working in eligible high-priority schools (\$5,000/each) for Woodbine Elementary, John F. Kennedy HS and Hiram Johnson HS.		

YOUTH DEVELOPMENT

Expanded Learning Program 2022/23 8/1/22 – 6/30/23: Six providers will develop, maintain and sustain expanded learning programming for the 2022/23 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.

New Contract:
 Yes
 No

2022/23 Expanded Learning Contracts	
Boys & Girls Club of Greater Sacramento, SA23-00210 Sites served: Edward Kemble and Ethel Baker	\$502,200 ASES Funds
Empowering Possibilities Unlimited, SA23-00199 Sites served: Bret Harte, James Marshall, Mark Twain and Rosa Parks	\$931,392 ASES Funds
Mad Science of Sacramento Valley, SA23-00221 Sites served: 47 elementary schools	\$262,260 ASES Funds
Nu Art Education dba Norcal School of the Arts, SA23-00220 Sites served: 35 school sites	\$477,620 ASES Funds
Sacramento Chinese Community Service Center, SA23-00222 Sites served: Abraham Lincoln, Albert Einstein, Alice Birney, A.M. Winn, American Legion, Bowling Green, C.K. McClatchy, Caleb Greenwood, California Middle, Camellia Basic, Caroline Wenzel, Cesar Chavez, David Lubin, Earl Warren, Elder Creek, Ethel Phillips, Fern Bacon, Genevieve Didion, Golden Empire, Hiram Johnson, Hubert Bancroft, John F. Kennedy, John Bidwell, John Cabrillo, Kit Carson, Leonardo da Vinci, Matsuyama, Martin Luther King, Jr., Nicholas, O.W. Erlewine, Pacific, Peter Burnett, Phoebe Hearst, Pony Express, Rosemont, Sequoia, School of Engineering and Sciences, Sutterville, Tahoe, Theodore Judah, Washington, Will C. Wood, William Land and Woodbine	\$10,616,172 ASES Funds

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>YOUTH DEVELOPMENT</u>		
Roberts Family Development Center SA22-00373	Amendment No. 1 increased the 2021/22 contract by \$19,414 in order to provide additional program hours for students. The original program hours from 8:00 am to 3:00 pm were increased to 8:00 am to 5:00 pm (9 hours per day) in order to meet the needs of the community and provide mental health support. The contract (for the period of 2/1/22–7/31/22) with the Freedom School Summer Program at Leataata Floyd provides summer academic and enrichment services to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents/guardians. The program also included a nutritious breakfast and lunch for students. The 29-day program served 120 students.	\$212,900original ASES Funds Increase \$19,414 ASES Funds \$232,314 Total ASES Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
The Hawk Institute SA23-00211	8/1/22 – 6/30/23: Provide supplemental services for the Expanded Learning Program including the bridge to the future program at Kit Carson International Academy and Arthur A Benjamin Health Professions for the 2022-2023 school year.	\$100,000 21 st Century Comm Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.	\$37,800 Title IV Funds \$137,800 Total
Sol Aureus SA23-00203	8/1/22 – 2/1/23: SCUSD is the fiscal agent of Sol Aureus’ ASES Grant (34-239/39-6743-EZ). Provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.	\$145,507.64 ASES Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will serve 80 students for 180 days for a minimum of 15 hours and provide academic enrichment activities during expanded learning / after school hours.	

New Hope Community SA23-00200	8/1/22 – 6/30/23: Develop and sustain expanded learning after school programming for the 2022-23 school year at Hollywood Park and William Land.	\$129,720.31 ASES Funds
New Contract:		\$129,803.69
<input checked="" type="checkbox"/> Yes		Expanded Learning
<input type="checkbox"/> No		
		\$259,524 Total

FACILITIES SUPPORT SERVICES

R-J, Inc. R23-00498	Purchase and installation of carpet and resilient flooring for designated areas of Leonardo da Vinci K-8, 10 classrooms, inclusion of Rms 15-18 and Rms 20-25.	\$138,630.51 Ongoing and Major Maintenance:
Utilizing Sourcewell Cooperative Purchasing Agreement #080819-TFU	The Purchasing and Facilities departments find it is in the best interest of the District to utilize Sourcewell agreement #080819-TFU pursuant to California Govt. Code § 6500, et seq. Sourcewell (formerly NJPA) is a State of Minnesota local government agency. The above Government Code allows government agencies to establish a Joint Powers Agreement (JPA) to purchase equipment, products or services. As a member of the Sourcewell JPA, the District is able to utilize Sourcewell's nationally bid flooring contracts to purchase flooring and installation directly from R-J, Inc., an authorized distributor/installer of Tarkett flooring, without the time and expense of competitively bidding the project itself.	Restricted Maintenance Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		
Air Filter Supply R23-00601	Approval of purchasing MERV 10 Pleated Filter and MERV 13 Endurex Pleated Filters for the 95 sites for Sacramento City Unified School District using ESSER III Funds.	\$139,804.35 ESSER III Funds
New Contract:		
<input checked="" type="checkbox"/> Yes	MERV filters will be used to mitigate the spread of COVID-19 in preparation for the opening of schools. Per the Governor's emergency proclamation dated March 4, 2020, competitive bidding requirements have been suspended for procurements related to the mitigation of COVID-19. In order to prepare sites for reopening in a timely manner, and understanding the demand for such products is very high at this time, Purchasing Services finds it is in the best interest of the District to purchase the units per the Governor's emergency proclamation dated March 4, 2020.	
<input type="checkbox"/> No		
HMC Architects SA23-00134	7/1/22 – 9/1/23: Architectural and engineering services for the John F. Kennedy High School Parking Lot renovation project. Project consists of design services and preparation of construction documents for the main student parking.	\$270,000 Measure Q Funds
New Contract:		
<input checked="" type="checkbox"/> Yes		
<input type="checkbox"/> No		
	HMC Architects was selected for this project from the District's pool of architects qualified through an RFQ process in February 2020.	

CA Design West (CDW) SA23-00196	9/8/22 – 9/8/23: Architectural and engineering services for the Theodore Judah Elementary School paving repairs and PIP fall protection project. Project consists of irrigation repairs, poured-in-place fall protection, ADA upgrades, new paving.	\$176,409.12 Measure Q Funds
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New Contract:
 Yes
 No

CDW was selected for this project from the District's pool of architects qualified through an RFQ process in February 2020.

CA Design West (CDW) SA23-00197	9/8/22-9/8/23: Architectural and engineering services for the John D. Sloat Elementary School paving repairs and site security fencing project. Project consists of demo/replace concrete play area; poured-in-place fall protection; irrigation repair; demo existing fencing / new ornamental fencing; hardcourt striping.	\$227,392.40 Measure Q Funds
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New Contract:
 Yes
 No

CDW was selected for this project from the District's pool of architects qualified through an RFQ process in February 2020.

CAROLINE WENZEL ELEMENTARY SCHOOL AMENDED 9-7-22

School Specialty R23-00488	6/14/22. Purchase and installation of new classroom tables, chairs, and benches for the cafeteria at Caroline Wenzel Elementary School. The new layout of furniture will help to mitigate COVID-19 by creating flexible seating options in the cafeteria to allow space for students to spread out. Furniture is for students and staff. This purchase is included in the ESSER III Expenditure Plan under Action Title B27.	\$149,953.20 ESSER III Funds
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New Contract:
 Yes
 No

Awarded to: School Specialty, Inc. – R191815 The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-18 on November 7, 2019, to establish a national cooperative contract for Furniture, Installation and Related Services. The solicitation included cooperative purchasing language in Sections I. Scope of Work: NATIONAL CONTRACT Region 4 Education Service Center, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

SPECIAL EDUCATION

Nonpublic School and Agency Providers 7/1/22 – 6/30/23: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2022-2023 school year. Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education. \$41,940,140
Special Education
Funds

New Contract:

- Yes
- No

Non-Public School Contracts:

S23-00003	Aldar Academy	\$1,000,000
S23-00006	Applied Behavior Consultants	\$1,400,000
S23-00007	Applied Behavior Consultants	\$50,000
S23-00008	Beach Cities Learning	\$45,000
S23-00010	Capitol Academy	\$800,000
S23-00011	Capitol Elementary	\$550,000
S23-00016	CCHAT Center-Sacramento	\$45,000
S23-00018	Change Academy at Lake Ozarks	\$185,000
S23-00019	Chartwell School	\$50,000
S23-00020	Discovery Ranch	\$200,000
S23-00021	Discovery Connections	\$150,000
S23-00024	Giving Tree Preschool/Advance Kids	\$220,000
S23-00025	Global Teletherapy	\$651,340
S23-00032	Kadiant LLC	\$2,000,000
S23-00035	Logan River Academy	\$250,000
S23-00039	Northern California Preparatory School	\$600,000
S23-00042	Odyssey Learning Center	\$880,000
S23-00043	Opportunity Acres	\$60,000
S23-00045	Point Quest Education	\$2,500,000
S23-00047	Reyn Franca School	\$750,000
S23-00050	Positive Behavior Supports	\$40,000
S23-00051	Sierra Foothills Academy	\$200,000
S23-00052	Sierra Schools Inc (Lower)	\$1,500,000
S23-00053	Specialized Education of California	\$880,000
S23-00055	Summitview Child & Family Services	\$50,000
S23-00062	TLC Child & Family Services	\$100,000
S23-00063	Mountain Valley Child & Family Serv	\$50,000

Non-Public Agency Contracts:

S23-00001	Access Language Connection	\$1,000,000
S23-00002	Action Supportive Care Services	\$1,500,000
S23-00004	Always Home Nursing Services	\$16,000
S23-00005	American River Speech Therapy	\$6,000
S23-00009	Capital Kids Occupational Therapy	\$5,000
S23-00012	Capitol Speech & Rehab	\$400,000
S23-00013	Capuchino Therapy Group	\$16,000
S23-00014	Care, Inc.	\$90,000
S23-00015	Carolyn M. Ecker, Otr/L	\$14,000
S23-00017	Center For Autism & Related Disorders	\$50,000
S23-00022	Easter Seals Superior California	\$100,000
S23-00023	Ed Supports LLC dba Juvo	\$300,000
S23-00026	Growing Healthy Children Therapy	\$1,500,000
S23-00027	Hear Say Speech & Language Services	\$100,000

S23-00028	Jabbergym, Inc.(Site-based)	\$4,000,000
S23-00029	Jabbergym, Inc.(Clinic-based)	\$160,000
S23-00030	Jane Johnson Speech Therapy	\$80,000
S23-00031	Kadiant LLC	\$105,000
S23-00033	Laguna Physical Therapy	\$350,000
S23-00034	Learning Solutions	\$6,000,000
S23-00036	Maxim Healthcare Staffing Services	\$500,000
S23-00037	Music To Grow On Music Therapy	\$150,000
S23-00038	Northern California Children's Therapy	\$140,000
S23-00040	Northern California Rehab	\$450,000
S23-00041	Occupational Therapy for Children	\$150,000
S23-00044	Pacific Autism Learning Services	\$150,000
S23-00048	PresenceLearning Inc	\$360,000
S23-00046	Point Quest Pediatrics Therapies	\$1,500,000
S23-00049	Professional Tutors of America	\$10,000
S23-00054	Speech Pathology Group	\$6,500,000
S23-00056	Supported Life Institute	\$8,800
S23-00057	Talkpath Live	\$330,000
S23-00058	The Music Works	\$8,000
S23-00059	Therapeutic Language Clinic	\$45,000
S23-00060	Therapeutic Pathways	\$280,000
S23-00061	Theraplay, Inc.	\$60,000
S23-00064	School Steps Inc.	\$300,000

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Early Learning & Care Dept. A.M. Winn Elementary Bret Harte Elementary Ethel Phillips Elementary Susan B. Anthony Elem. Will C. Wood M.S. Technology Services	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p>
ITEMS Computers (147 each) Chromebooks (56 each) Macbooks (82 each) Laptops (5 each) Monitor (47 each) Printers (21 each) Wireless Points(148each) Television (4 each) Cameras (17each) Projectors (22 each) Doc Cameras (3)	<p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546.</p>

each) Charging Cart (1 each) Copy Machines (3 each) Fax machine (1 each) Misc. keyboards, cables, mice
TOTAL VALUE
\$0.00

DISPOSAL METHOD
Discard

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for John F. Kennedy C-Wing HVAC Replacement Project

Recommendation: Award to Landmark Construction

Amount/Funding: \$5,270,688.00; ESSER III Funds

Project: Lease-Leaseback Agreement for Sutter Middle School Gym HVAC Modernization Project

Recommendation: Award to John F. Otto, Inc. dba Otto Construction

Amount/Funding: \$350,411.00; ESSER II Funds

Project: Lease-Leaseback Agreement for Luther Burbank HS Pool Replacement and Locker Room Improvement Replacement Project

Recommendation: Award to John F. Otto, Inc. dba Otto Construction

Amount/Funding: \$6,761,177.00; Measure Q Funds

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

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".

Grant Award Notification

GRANTEE NAME AND ADDRESS Mr. Jorge Aguilar, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
			21	25572	67439	00
Attention Rose Ramos, Chief Business Officer			STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Business and Financial Services			Resource Code	Revenue Object Code	34	
Telephone (916) 643-9055			6271	8590	INDEX	
Name of Grant Program California National Board Certified Teacher Incentive Program						0590
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$15,000.00		\$15,000.00		06/01/2022	09/30/2022
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
<p>I am pleased to inform you that you have been funded for the 2021–22 National Board Certified Teacher Incentive Program for teachers in Sacramento City Unified School District who are National Board Certified and working in eligible high-priority schools.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Kathryn Slaven, Staff Services Analyst Educator Excellence and Equity Division California Department of Education 1430 N Street, Room/Suite 4309 Sacramento, CA 95814-5901</p>						
California Department of Education Contact Susan Olsen				Job Title Education Program Consultant		
E-mail Address NBCT@cde.ca.gov					Telephone 916-445-7331	
Signature of the State Superintendent of Public Instruction or Designee 					Date June 30, 2022	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS						
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>						
Printed Name of Authorized Agent Rose Ramos				Title CBOO		
E-mail Address rose-f-ramos@scusd.edu					Telephone 916 643-7842	
Signature 					Date Aug 16, 2022	

Grant Award Notification (Continued)

The National Board Certified Teacher Incentive Program was established by Assembly Bill 130, Chapter 44, Section 22 in accordance with Article 13, Chapter 2, Part 25, Division 3 of Title 2 of the California *Education Code (EC)*. This is an Agreement with Sacramento City Unified School District to provide incentive awards to National Board Certified Teachers (NBCTs) working in eligible high-priority schools for the 2021–22 school year.

The following special conditions apply:

- A. The grantee shall comply with all state reporting requirements.
- B. The grantee will verify NBCTs' teaching assignments in eligible high-priority schools.
- C. The LEA will process this grant and distribute each five thousand-dollar (\$5,000) incentive to each verified NBCT on the attached list of applicants.
- D. *EC* Section 44395(2)(B) awards granted pursuant to this paragraph shall be disbursed in annual payments of five-thousand dollars (\$5,000) over a five-year period. The annual payment shall be made upon completion of the school year, and upon approval of a district-certified application.
- E. Upon receipt of the signed AO-400 form, these funds are to be directly disbursed to the attached list of Sacramento City Unified School District NBCTs who have been verified by district personnel that they are completing their teaching assignments in eligible high-priority schools for the 2021–22 school year.

Budget Contingency Clause:

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to *Government Code* Section 927.13, no late payment penalty shall accrue during any time period in which there is no Budget Act in effect.

For further information concerning this grant award or fiscal issues, please contact the Teacher and Leader Policy Office by phone at 916-445-7331 or by email at NBCT@cde.ca.gov.






CA NBTC Certification Incentive Grant Award Notice

Final Audit Report

2022-08-16

Created:	2022-08-16
By:	CDE National Board Team (nbct@cde.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7L_EjE0X_2BUVG1o5JfWI3j2B6yzYN3D

"CA NBTC Certification Incentive Grant Award Notice" History

-  Document created by CDE National Board Team (nbct@cde.ca.gov)
2022-08-16 - 9:28:47 PM GMT
-  Document emailed to Rose Ramos (rose-f-ramos@scusd.edu) for signature
2022-08-16 - 9:29:44 PM GMT
-  Email viewed by Rose Ramos (rose-f-ramos@scusd.edu)
2022-08-16 - 9:33:11 PM GMT
-  Document e-signed by Rose Ramos (rose-f-ramos@scusd.edu)
Signature Date: 2022-08-16 - 9:34:03 PM GMT - Time Source: server
-  Agreement completed.
2022-08-16 - 9:34:03 PM GMT



AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Boys and Girls Club of Greater Sacramento

The Sacramento City Unified School District (“District” or “SCUSD”) and the Boys and Girls Club of Greater Sacramento (“BGC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Boys and Girls Club of Greater Sacramento to develop, maintain and sustain programs that offer support services to **Edward Kemble and Ethel I Baker Elementary** schools and recreational activities supporting the Expanded Learning programs at the above-mentioned schools during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All BGC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. BGC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay BGC for direct services not to exceed **\$502,200.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Edward Kemble After School Program	\$204,120.00	ASES and ELO-P	90
Edward Kemble Before School Program	\$35,640.00	ELO-P	30
Ethel I Baker* After School Program	\$226,800.00	ASES and ELO-P	100
Ethel I Baker* Before School Program	\$35,640	ELO-P	30
Total	\$502,200.00		

*The contractor will serve Ethel I Baker students at their Teichert branch on Lemon Hill or at the site based on the needs of the families. Ethel I Baker before school program will run at the site.

Funding Distribution:

ASES = \$268,867.25

ELO-P = \$233,332.75

The final installment shall not be invoiced by BGC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, BGC shall provide documentation of **\$40,330.09** as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, BGC and each of BGC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, BGC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. BGC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC agrees that any

employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

BGC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* BGC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by BGC; (b) any act by BGC exposing the District to liability to others for personal injury or property damage; or (c) BGC is adjudged as bankrupt; BGC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the BGC's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, BGC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by BGC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. BGC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither BGC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. BGC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, BGC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to BGC prior to the execution of this Agreement. BGC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. BGC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. BGC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. BGC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final

legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

M. Assignment. This Agreement is made by and between BGC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between BGC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: **BOYS AND GIRLS CLUB OF GREATER SACRAMENTO**

By: Kimberly Key _____ Date 8-15-2022
Authorized Signature

Print Name: Kimberly Key

Title: CEO

Agency's Public Phone Number: 916-392-1350

Email Address: KKey@bgcsac.org

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, BGC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Boys and Girls Club of Greater Sacramento shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program and ASES grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. BGC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide an "End of Year" Report on status of all outcomes and objectives.
7. Maintain and provide to the District monthly attendance and program activities records.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.

9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
11. Develop special activities and field trips for the sites individually and collectively.
12. Attend and provide monthly reports at designed meetings, monthly BGC meetings, monthly BGC Program Managers meetings, as well as other planning meetings as necessary.
13. Work collaboratively with the other outside BGC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
18. Provide sufficient staffing to maintain a 20:1 student/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. BGC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
20. Provide annual in-kind support and direct services that equates to approximately 15% of total ASES amount and such financial support to be itemized and reported bi-annually to the District.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming BGC regarding District expectations.

1. BGC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices

2. BGC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.

3. BGC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures

4. Area representatives, BGC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, BGC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, BGC enters this COVID-19 Addendum as BGC will be providing services at the school sites:

1. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. BGC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: Kimberly Key

Name and Title: Kimberly Key, CEO

Address: 5212 Lemon Hill Ave Sacramento 95824

Work Phone: 916-392-1350 Other Phone: _____

Email Address: KKKEY@bgcsac.org

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Empowering Possibilities Unlimited

The Sacramento City Unified School District (“District” or “SCUSD”) and the Empowering Possibilities Unlimited (“EPU”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Empowering Possibilities Unlimited to develop, maintain and sustain programs that offer support services to Bret Harte, James Marshall, Mark Twain and Rosa Parks schools and recreational activities supporting the Expanded Learning programs at the above-mentioned schools during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All EPU employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. EPU shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay EPU for direct services not to exceed **\$931,392.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Bret Harte After School	\$219,996.00	ASES and ELOP	97
Bret Harte Before School	\$35,640.00	ELOP	30
James Marshall After School	\$188,244.00	ASES and ELOP	83
James Marshall Before School	\$47,520.00	ELOP	40
Mark Twain After School	\$188,244.00	ASES and ELOP	83
Rosa Parks After School	\$251,748.00	ASES and ELOP	111
Total	\$931,392.00		

Funding Distribution:

ASES = \$582,876.60

ELOP = \$348,515.40

The final installment shall not be invoiced by EPU or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, EPU shall provide documentation of **\$87,431.49** as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, EPU and each of EPU employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, EPU shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. EPU will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. EPU agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a

subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify EPU of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, EPU agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

EPU further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* EPU shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by EPU; (b) any act by EPU exposing the District to liability to others for personal injury or property damage; or (c) EPU is adjudged as bankrupt; EPU makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the EPU's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, EPU agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by EPU and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. EPU has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither EPU, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. EPU's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, EPU shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to EPU prior to the execution of this Agreement. EPU is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. EPU shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. EPU waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. EPU agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not

be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

M. Assignment. This Agreement is made by and between EPU and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between EPU and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

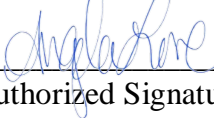
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: EMPOWERING POSSIBILITIES UNLIMITED

By:  _____
Authorized Signature

August 10, 2022
Date

Print Name: Angela Lov

Title: Executive Director

Agency's Public Phone Number: (916) 214-5433

Email Address: angela.love@epuinc.org

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
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9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
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13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Empowering Possibilities Unlimited shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. EPU will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
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6. Provide an “End of Year” Report on status of all outcomes and objectives.
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14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
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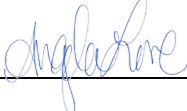
1. EPU and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
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 - b. Involving youth in the decision-making process when appropriate
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 - a. Requirements for Safety
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 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. EPU will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
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- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, EPU/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, EPU enters this COVID-19 Addendum as EPU will be providing services at the school sites:

1. EPU agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. EPU agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. EPU will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: 

Name and Title: Angela Love, ED

Address: 2030 W El Camino Ave Suite 210 Sacramento CA 95833

Work Phone: (916) 214-5433

Other Phone: _____

Email Address: angela.love@epuinc.org

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services**

And

Mad Science of Sacramento Valley

The Sacramento City Unified School District (“District” or “SCUSD”) and Mad Science of Sacramento Valley (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated September 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, District desires to engage the contractor to provide STEM after school program which is designed to spark the imagination of children with exciting, live, interactive programs that instill a clear understanding of science and how it affects the world.

WHEREAS, each of Mad Science class includes an assortment of science experiments and activities that challenge each student individually.

WHEREAS, the ultimate goal of the program is to allow students to channel their inner scientist to explore, create and use the scientific method in experimenting and solving everyday problems.

WHEREAS, Mad Science programs integrate science, technology, engineering, and math concepts, are designed for children ages 3-12, and provide a fun, hands on way to keep them ahead of the educational curve

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Scope of Work. Contractor shall:

1. Provide a Mad Science Program to up to 47 elementary school sites to include:

Each school site will have one session per season (Fall, Winter and Spring)

Each session will have six classes.

Each class will have 30 students.

\$300 per class x 6 classes = \$1800 for 1 school, 1 session

Mileage fee = \$10 per trip to school x 6 classes = \$60 for 1 school, 1 session

Fall Classes: 47 x \$1860 = \$87,420
Winter Classes: 47 x \$1860 = \$87,420
Spring Classes: 47 x \$1860 = \$87,420
Total = \$262,260.00

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. The Contractor and all of its employees who will be working with students in person must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. Mad Science of Sacramento Valley Program shall adhere to the scope of work outlined in this agreement. Mad Science of Sacramento Valley Program will provide staff, and coordinate across specified program sites. Mad Science of Sacramento Valley Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, Mad Science of Sacramento Valley will request approval from Youth Development area specialist and complete all needed school district documentation. Mad Science of Sacramento Valley Program will provide site management and supervision with a ratio of 20 to 1 students/adults and maintain at least 30 students in each class at each site.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, Mad Science of Sacramento Valley Program shall invoice the District in three installments (one after each session) not to exceed the total amount of \$262,260.00. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Mad Science of Sacramento Valley Program and each of Mad Science of Sacramento Valley Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Mad Science of Sacramento Valley Program shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Mad Science of Sacramento Valley Program will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary

insurance and pay the premium therefore, and the premium shall be paid by Mad Science of Sacramento Valley Program to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Mad Science of Sacramento Valley agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify Mad Science of Sacramento Valley of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Mad Science of Sacramento Valley agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Mad Science of Sacramento Valley further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Mad Science of Sacramento Valley shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such a request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from September 1, 2022 through June 30, 2023. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor’s insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity.

i. Mad Science of Sacramento Valley Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of Mad Science of Sacramento Valley Program, any subcontractor, anyone directly or indirectly employed by Mad Science of Sacramento Valley Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless Mad Science of Sacramento Valley Program, including the officers, employees, agents, and volunteers of Mad Science of Sacramento Valley Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of Mad Science of Sacramento Valley Program.

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

J. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

K. Assignment. This Agreement is made by and between Mad Science of Sacramento Valley Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between Mad Science of Sacramento Valley Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. Mad Science of Sacramento Valley Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agrees and represents that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

Q. Nondiscrimination. It is the policy of the District that in connection with all services performed under this contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____
Rose Ramos, Chief Business Officer
Sacramento City Unified School District

Date

CONTRACTOR:

By: Stephanie Tomasegovich
Mad Science of Sacramento Valley

8/18/22
Date

Print Name: Stephanie Tomasegovich

Title: Program Coordinator

Phone Number: 916-779-0390

Email: Stephanie@sacmadsience.com

**MOU- SCUSD Youth Development Support Services & Mad Science of Sacramento Valley
Scope of Work 2021-22 School Year
Attachment A**

Description of Service	Mad Science of Sacramento Valley Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, Mad Science of Sacramento Valley will plan, implement, modify and evaluate Mad Science of Sacramento Valley programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The Mad Science staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. 	<p>Meeting dates: TBD</p>
<p>Program Management & Facilitation: Mad Science of Sacramento Valley will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Incorporate group assignments, team building projects, community service opportunities, college tours and tutoring. ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site After School Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by Mad Science of Sacramento Valley and the District 	<p>On-going</p>
<p>Program Evaluation: Mad Science of Sacramento Valley will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2023) ● Provide final impact report on the impact and overall outcomes of the program on or before June 16, 2023, which should include results of pre/post tests showing student progress 	<p>Ongoing</p>

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
Program Planning Program; Management; Program Evaluation YDSS will:	<ul style="list-style-type: none"> ● SCUSD YDSS will pay Mad Science of Sacramento Valley Program the total amount of \$262,260.00. ● Train Mad Science of Sacramento Valley Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about Mad Science of Sacramento Valley's program scope and deliverables to site administration ● Provide classroom space for the program at each designated site once students return to sites for in-person instruction. ● Once students return to campuses, Mad Science of Sacramento Valley will need prior permission from the area specialist to provide services in person ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	

COVID-19 Addendum

In further consideration for this Agreement, The Contractor enters this COVID-19 Addendum as Contractor and its employees would be providing services from the school sites:

1. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. Contractor will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration and the program manager.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

Agency Name: Mad Science of Sacramento

Address: 1800 Tribute Rd. Ste. E Sacramento, CA 95815

Signature and Title: Stephanie Tomasz Program Coordinator

Work Phone: 916-779-0390

Other Phone:

SUPPLEMENTAL AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services

And

NU ART EDUCATION, INC. dba NORCAL SCHOOL OF THE ARTS

The Sacramento City Unified School District (“District” or “SCUSD”) and Nu Art Education, Inc. dba NorCal School of the Arts (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated September 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, District desires to engage a contractor to provide after school performing arts programs to include theater arts classes, dance classes and music classes (choir) to up to 35 Expanded Learning program sites throughout the District weaving Social Emotional Learning strategies through the culturally responsive curriculum; and

WHEREAS, through the performing arts classes and productions, students will utilize their creativity, acquire collaboration and communication skills, learn self-advocacy and engage in the SEL signature practices; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Scope of Work. Contractor shall:

1. Provide a Performing Arts Program to up to 35 school sites to include:
 - Theater arts classes to up to 35 school sites (2 hours of theater class a week at each school site)
 - Music classes or choir up to 17 of the 35 school sites (2 hours of music classes/choir at 17 sites)
and
 - Dance classes (2 hours of dance classes) up to 18 of the 35 school sites

In total providing up to 2380 performing arts classes over 34 weeks and providing up to 5 fully produced, licensed shows.

2. Incorporate VAPA & SEL standards in each class.

3. Provide teaching artists training in SEL as well as culturally responsive and

Trauma-informed teaching strategies. Lesson plans will be inclusive of Bilingual Emergent Learners and intentional in creating an environment where every student can thrive.

4. Each teaching artist will work with the primary provider on each site to collaborate on space, and final presentations.

5. Provide a mid-season impact report for the District as well as a final impact report showing data and outcomes.

Goals & Objectives. The ultimate goals of the program are to:

1. Increase student engagement in the performing arts: music, theater and dance.

2. Engage students in the creative process and cultivate communication, collaboration, and creativity skills while addressing student learning loss.

3. Support identity development with lesson plans that are culturally responsive and address student social emotional health.

4. Prepare students to assert their voices

5. Build community at the school site to support the above goals.

B. Payment.

Fee Rate:

Total Program Fee: \$477,620

- \$380,620 for 2380 classes (up to 35 school sites)
- \$75,000 for five fully produced/licensed shows (\$15,000 per show, due pre-production)
- \$22,000 to be paid up front for curriculum, training

Total fee shall not exceed Four Hundred seventy-seven Thousand, six hundred and twenty Dollars
(\$477,620).

Payment shall be made within 30 days upon submission of monthly invoices for services rendered. Invoices should be sent to Andrea Nava, Specialist Youth Development, at Andrea-Nava@scusd.edu .

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. The Contractor and all of its employees who will be working with students in person must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NorCal School of Arts Program shall adhere to the scope of work outlined in this agreement. NorCal School of Arts Program will provide staff, and coordinate across specified program sites. NorCal School of Arts Program will work with the SCUSD Youth Development Support Services staff in program implementation. Prior to any off site activities, NorCal School of Arts will request approval from Youth Development area specialist and complete all needed school district documentation. NorCal School of Arts Program will provide site management and supervision with a ratio of 20 to 1 students/adults and maintain at least 20 or more students in the program at each site.

ii. District shall provide contract management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and programs. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, NorCal School of Arts Program shall invoice the District in monthly installments not to exceed the total amount of \$477,620. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, NorCal School of Arts Program and each of NorCal School of Arts Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, NorCal School of Arts Program shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. NorCal School of Arts Program will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by NorCal School of Arts Program to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NorCal School of Arts agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NorCal School of Arts of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NorCal School of Arts agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

NorCal School of Arts further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* NorCal School of Arts shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such a request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from September 1, 2022 through June 30, 2023. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity.

i. NorCal School of Arts Program shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of NorCal School of Arts Program, any subcontractor, anyone directly or indirectly employed by NorCal School of Arts Program or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless NorCal School of Arts Program, including the officers, employees, agents, and volunteers of NorCal School of Arts Program from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of NorCal School of Arts Program.

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

J. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

K. Assignment. This Agreement is made by and between NorCal School of Arts Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all Parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between NorCal School of Arts Program and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writing advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. NorCal School of Arts Program hereby waives the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agrees and represents that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

Q. Nondiscrimination. It is the policy of the District that in connection with all services performed under this contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____
Rose Ramos, Chief Business Officer
Sacramento City Unified School District

Date

CONTRACTOR:

By: M. Noufer
NorCal School of Arts/Michele Hillen-Noufer

8/17/22
Date

Print Name: Michele Hillen-Noufer

Title: Executive Director

Phone Number: 916.747.5608

Email: michele.hillen@norcalsoza.org

MOU- SCUSD Youth Development Support Services & NorCal School of Arts
Scope of Work 2021-22 School Year
Attachment A

Description of Service	NorCal School of Arts Deliverable(s)/Activities	Timeframe
<p>Program Planning: In collaboration with SCUSD and other partners, NorCal School of Arts will plan, implement, modify and evaluate NorCal School of Arts programming outlined in the MOU including:</p>	<ul style="list-style-type: none"> ● Participate in 3 mandatory YDSS Supplemental Provider Meetings ● The NorCal staff will follow all the guidelines of SCUSD’s volunteer protocol. SCUSD YDSS will provide a copy of the volunteer protocol to the agency. ● Integrate the goals of the SCUSD Strategic Plan as follows: <ol style="list-style-type: none"> 1. College, career and life ready graduates 2. Safe, emotionally healthy and engaged students 3. Family and community empowerment 4. Operational excellence ● Promote the SCUSD vision that every student is a responsible, productive citizen in a diverse and competitive world. ● Provide sufficient staffing for program to maintain a 20:1 (student/adult) ratio ● NorCal School of Arts staff will follow all the guidelines of Volunteer Protocol 	Meeting dates: TBD
<p>Program Management & Facilitation: NorCal School of Arts will provide staff, coordination and programming across designated sites, and will also:</p>	<ul style="list-style-type: none"> ● Provide enrichment programming to at least 20 students per site. ● Provide leadership program to at least 20 students per site. ● Incorporate group assignments, team building projects, community service opportunities, college tours and tutoring. ● Communicate regularly with SCUSD lead staff regarding project progress ● Coordinate with site After School Program Manager regarding program delivery, field trips and/or additional student activities ● Facilitate parent involvement in events/activities for parents of program participants ● Facilitate communication between parents of participants and the school regarding announcements and information that pertains to the program participants ● Participate in other SCUSD YDSS events ● Other deliverables as agreed upon by NorCal School of Arts and the District 	On-going
<p>Program Evaluation: NorCal School of Arts will conduct ongoing program assessment and evaluation, and will also:</p>	<ul style="list-style-type: none"> ● Maintain and provide to the SCUSD lead staff timely enrollment rosters and attendance records. Invoices for payment will only be processed once all documentation is submitted to designated YDSS staff. ● Report to SCUSD lead staff regarding progress on overall outcomes ● Provide mid-year update at the end of the semester (January/February 2023) ● Provide final impact report on the impact and overall outcomes of the program on or before June 16, 2022, which should include results of pre/post tests showing student progress 	Ongoing

Description of Service	SCUSD Deliverable(s)/Activities	Timeframe
<p>Program Planning Program; Management; Program Evaluation YDSS will:</p>	<ul style="list-style-type: none"> ● SCUSD YDSS will pay NorCal School of Arts Program the total amount of \$477,620. ● Train NorCal School of Arts Program staff on SCUSD protocols, mission, vision, and structure. YDSS will provide resources for Mandated Reporter Training. ● Provide information about NorCal School of Arts’s program scope and deliverables to site administration ● Provide classroom space for the program at each designated site once students return to sites for in-person instruction. ● Once students return to campuses, NorCal School of Arts will need prior permission from the area specialist to provide services in person ● Assist in recruiting participants for the program through school advertising and outreach ● Collect and share data per mutual agreement to be included in evaluation reports, to the extent permitted by law and regulation 	

COVID-19 Addendum

In further consideration for this Agreement, The Contractor enters this COVID-19 Addendum as Contractor and its employees would be providing services from the school sites:

1. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. Contractor will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration and the program manager.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

No Art Education Nor Cal School of the Arts

Address: 803 Vallejo Way Sacramento, CA 95818

Signature and Title: M. Noufer, Executive Director

Work Phone: 916.955.9462

Other Phone: 916.747.5608

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Sacramento Chinese Community Service Center

The Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento Chinese Community Service Center (“SCCSC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain programs that offer support services to **Abraham Lincoln Elementary, Albert Einstein Middle, Alice Birney Elementary, A.M. Winn K-8, American Legion High, Bowling Green Elementary Chacon and McCoy, C.K.McClatchy, Caleb Greenwood, California Middle, Camellia Basic Elementary, Caroline Wenzel, Cesar Chavez Intermediate, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Genevieve Didion K-8, Golden Empire Elementary, Hiram Johnson High, Hubert Bancroft Elementary, John F. Kennedy High, John Bidwell Elementary, John Cabrillo Elementary, Kit Carson International Academy, Leonardo da Vinci K-8, Matsuyama, Martin Luther King, Jr. K-8, Nicholas Elementary, O.W. Erlewine Elementary, Pacific Elementary, Peter Burnett Elementary, Phoebe Hearst Elementary, Pony Express Elementary, Rosemont High, Sequoia Elementary, School of Engineering and Sciences High, Sutterville Elementary, Tahoe Elementary, Theodore Judah Elementary, Washington Elementary, Will C Wood Middle, William Land Elementary, and Woodbine Elementary schools** and recreational activities supporting the Expanded Learning programs at the above-mentioned schools during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All SCCSC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. SCCSC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay SCCSC for direct services not to exceed **\$10,616,172.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program After School Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Abraham Lincoln	\$226,800.00	ASES and ELO-P	100
Albert Einstein	\$251,748.00	ASES and ELO-P	111
Alice Birney K-8	\$181,440.00	ELO-P	80
A.M. Winn	\$226,800.00	ASES and ELO-P	100
American Legion	\$75,000.00	21 st ASSETs	50
Bowling Green	\$272,160.00	ASES and ELO-P	120
C.K.McClatchy	\$120,000.00	ELO-P	250
Caleb Greenwood	\$136,080.00	ELO-P	60
California	\$251,748.00	ASES and ELO-P	111
Camellia Basic	\$294,840.00	ASES and ELO-P	130
Caroline Wenzel	\$210,924.00	ASES and ELO-P	93
Cesar Chavez	\$256,284.00	ASES, 21 st CCLC and ELO-P	113
David Lubin	\$210,924.00	ASES and ELO-P	93
Earl Warren	\$233,604.00	ASES and ELO-P	103
Elder Creek	\$498,960.00	ASES and ELO-P	220
Ethel Phillips	\$278,964.00	ASES, 21 st CCLC and ELO-P	123
Fern Bacon	\$251,748.00	ASES and ELO-P	111
Genevieve Didion	\$181,440.00	ELO-P	80
Golden Empire	\$294,840.00	ASES and ELO-P	130
Hiram Johnson	\$120,000.00	21 st C ASSETs	250
Hubert Bancroft	\$204,120.00	ASES and ELO-P	90
John F. Kennedy	\$120,000.00	21 st C ASSETs	250
John Bidwell	\$233,604.00	ASES and ELO-P	103
John Cabrillo	\$233,604.00	ASES and ELO-P	103

Kit Carson	\$181,440.00	ASES and ELO-P	80
Leonardo da Vinci	\$181,440.00	ELO-P	80
Matsuyama	\$181,440.00	ELO-P	80
Martin Luther King, Jr	\$376,488.00	ASES, 21 st CCLC and ELO-P	166
Nicholas	\$192,780.00	ASES and ELO-P	85
O.W. Erlewine	\$188,244.00	ASES and ELO-P	83
Pacific	\$317,520.00	ASES and ELO-P	140
Peter Burnett	\$249,480.00	ASES and ELO-P	110
Phoebe Hearst	\$181,440.00	ELO-P	80
Pony Express	\$210,924.00	ASES and ELO-P	93
Rosemont	\$120,000.00	21 st C. ASSETs	250
Sequoia	\$188,244.00	ASES and ELO-P	83
School of Engineering and Sciences	\$226,800.00	ASES and ELO-P	100
Sutterville	\$136,080.00	ELO-P	60
Tahoe	\$233,604.00	ASES and ELO-P	103
Theodore Judah	\$233,604.00	ASES and ELO-P	103
Washington	\$362,880.00	ASES and ELO-P	160
Will C Wood	\$251,748.00	ASES and ELO-P	111
William Land	\$567,000.00	ASES and ELO-P	250
Woodbine	\$188,244.00	ELO-P	83
Total	\$10,135,032.00		
Before School Programs			
Alice Birney	\$53,460.00	ELO-P	45
A.M. Winn	\$35,640.00	ELO-P	30
Caroline Wenzel	\$23,760.00	ELO-P	20
Cesar Chavez	\$47,520.00	21 st CCLC	40
Earl Warren	\$23,760.00	ELO-P	20
Nicholas	\$35,640.00	ELO-P	30
Pacific	\$47,520.00	ELO-P	40
Pony Express	\$23,760.00	ELO-P	20
Peter Burnett	\$35,640.00	ELO-P	30
Sutterville	\$23,760.00	ELO-P	20
Tahoe	\$35,640.00	ELO-P	30
Washington	\$71,280.00	ELO-P	60
Woodbine	\$23,760.00	ELO-P	20
Total	\$481,140.00		
Grand Total	\$10,616,172.00		

Funding Distribution:

ASES = \$4,503,942.58

21st Century CLC 1A=\$271,750.69

21st Century ASSETs 1A=\$315,000.00

21st Century ASSETs 2A=\$120,000

ELOP = \$5,405,478.73

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SCCSC shall provide documentation of \$675,591.37 as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, SCCSC and each of SCCSC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, SCCSC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. SCCSC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. SCCSC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify SCCSC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

SCCSC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* SCCSC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by SCCSC; (b) any act by SCCSC exposing the District to liability to others for personal injury or property damage; or (c) SCCSC is adjudged as bankrupt; SCCSC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the SCCSC's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, SCCSC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by SCCSC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SCCSC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither SCCSC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. SCCSC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or

interfere with other potential users' authorized right to use District property. At all times, SCCSC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to SCCSC prior to the execution of this Agreement. SCCSC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. SCCSC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. SCCSC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. SCCSC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

M. Assignment. This Agreement is made by and between SCCSC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between SCCSC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Sacramento Chinese Community Service Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. SCCSC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide an "End of Year" Report on status of all outcomes and objectives.
7. Maintain and provide to the District monthly attendance and program activities records.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.

9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
11. Develop special activities and field trips for the sites individually and collectively.
12. Attend and provide monthly reports at designed meetings, monthly SCCSC meetings, monthly SCCSC Program Managers meetings, as well as other planning meetings as necessary.
13. Work collaboratively with the other outside SCCSC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
18. Provide sufficient staffing to maintain a 20:1 student/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. SCCSC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
20. Provide annual in-kind support and direct services that equates to approximately 15% of total ASES amount and such financial support to be itemized and reported bi-annually to the District.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming SCCSC regarding District expectations.

1. SCCSC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. SCCSC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. SCCSC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, SCCSC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, SCCSC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, SCCSC enters this COVID-19 Addendum as SCCSC will be providing services at the school sites:

1. SCCSC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. SCCSC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. SCCSC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: 

Name and Title: Henry Kloczkowski, Ex. Director

Address: 420 I Street, Suite 5

Work Phone: (916) 442-4228

Other Phone: (916) 505-7385

Email Address: Henry@scsc.org

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Roberts Family Development Center**

The Sacramento City Unified School District (“District”) and the Roberts Family Development Center (RFDC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on February 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage ROBERTS FAMILY DEVELOPMENT CENTER to develop, maintain and sustain Freedom School Summer Program, providing summer academic and enrichment services to the following sites during Summer 2022: Leataata Floyd Elementary. The primary purpose of Freedom School Summer Program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, ROBERTS FAMILY DEVELOPMENT CENTER will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School Summer Program** at the aforementioned site. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All RFDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFDC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. RFDC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iii RFDC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 29 days, District shall reimburse RFDC for direct services not to exceed **\$212,900.00** be made in installments upon receipt of three properly submitted invoices. The first invoice for \$70,966.67 will be submitted ~~during the month of March in order to cover~~ (Upon Board approval) ~~the overhead and staff training costs.~~ The second and third invoice should be submitted in July and August respectively. Mid June Upon District receiving roster of participants Within one week of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (29)
Freedom School Summer Program	Leataata Floyd	\$212,900.00	120 students/per day
Total Amount		\$212,900.00	

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFDC and each of RFDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, RFDC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. RFDC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the RFDC to the District.

E. **Fingerprinting Requirements.** As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. **Confidential Records and Data.** Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. **Period of Agreement.** The term of this Agreement shall be from February 1, 2022, through August 5, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. **Indemnity.** RFDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any

actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

K. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

L. Assignment. This Agreement is made by and between RFDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

M. Entire Agreement. This Agreement constitutes the entire agreement between RFDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

N. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

O. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

P. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

Q. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

DISTRICT:

DocuSigned by:
By: Rose Ramos
CC8EE7C204D7402
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

03/22/2022
Date

AGENCY NAME: ROBERTS FAMILY DEVELOPMENT CENTER

By: Derrell K. Roberts
Authorized Signature

1/30/2022
Date

Print Name: Derrell K. Roberts

Title: C.E.O.

Phone Number: 916-803-8461

Email: Derrell.roberts@robertsfdc.org

Sacramento City Unified School District and Roberts Family Development Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for Leataata Floyd that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of ROBERTS FAMILY DEVELOPMENT CENTER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Roberts Family Development Center shall:

1. All Freedom School Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the Freedom School proposal.
3. Work closely with school site and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by RFDC and adjustments made to ensure that the program maximizes all funding reimbursements not to exceed available funding.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Program" Report on status of all outcomes and objectives.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **RFDC shall maintain 85% or above of targeted attendance for the school site for the entire program. All Freedom School program students will be enrolled in *Infinite Campus (IC)*, District's student information system and attendance will be taken and recorded daily in IC.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. In-person field trips will require prior permission from the District.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.

14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER that is employed until end of summer program 08/5/22 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
18. Act as liaison with parents in supporting family engagement.
19. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the program.
8. Meet weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Roberts Family Development Center
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Freedom School Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Manager will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate Freedom School programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aides will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

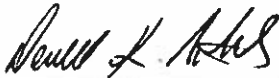
COVID-19 Addendum

In further consideration for this Agreement, RFDC enters this COVID-19 Addendum as RFDC would be providing services at Leataata Floyd Elementary:

1. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFDC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district’s facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

RFDC: Derrell Roberts

Address: 770 Darina Ave. Sacramento CA 95815

Signature and Title:  CEO/Co-Founder

Work Phone: 916-803-8461 Other Phone:

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Roberts Family Development Center

Amendment No. 1

The agreement between Sacramento City Unified School District ("District" or "SCUSD") and Roberts Family Development Center ("RFDC"), dated February 1, 2022 is hereby amended as follows:

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse RFDC for direct services not to exceed **\$232,314.00**, which represents an increase of **\$19,414.00** to the agreement. Increase is due to the change in the program hours. The original contract was to run the summer program from 8:00 a.m. to 3:00 p.m., however, the programming hours were changed to 9 hours per day (8:00 – 5:00 p.m.) in order to meet the needs of the community.

Breakdown:

School Name	# of Students to be Served for 29 Attendance Days	Original Amount	Increase	New Amount
Leataata Floyd Elementary	120	\$212,900.00	\$19,414.00	\$232,314.00

All other provisions of the Agreement remain unchanged.

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

District:

 Rose Ramos
 Chief Business Officer

 Date

Roberts Family Development Center:

Derrell K. Robert
 Name and Title

David K. [Signature]
 Signature

 Date

7/16/2022

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
The HAWK Institute

The Sacramento City Unified School District (“District” or “SCUSD”) and the The HAWK Institute (“THE CONTRACTOR”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage The HAWK Institute to develop, maintain and sustain programs that offer Expanded Learning services to Arthur A. Benjamin Health Professions High school and recreational activities supporting the Expanded Learning programs at the above-mentioned school during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

WHEREAS HAWK Institute plans to provide Bridge to The Future programming and mentoring to SCUSD students and families at Kit Carson International Academy; and

WHEREAS, the ultimate goal of these supplemental services are to (1) meet with at least 20 students to participate in the program for a total of 1.5 hours per session, 10 sessions per week for 36 weeks at Kit Carson International Academy; (2) learning the difference between a job versus a career; (3) conduct research on skills needed for 21st Century careers; (4) Identify a career pathway, clarify values and establish goals, learn how to be a professional in the workplace; (5) develop financial awareness, research and critical thinking; (6) learn the tools for digital marketing including creating a business plan, flyers and a website; (7) Creating a positive brand via social media; (8) and celebrate students who successfully complete the program by recognizing them at the end of the spring 2023 session in a formal, culturally-driven Rites of Passage ceremony; and

All THE CONTRACTOR employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. THE CONTRACTOR shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located

on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. **Payment.** For provision of services pursuant to this Agreement, District shall pay THE CONTRACTOR for direct services not to exceed \$, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Arthur A. Benjamin Health Professions	\$100,000.00	21 st Century ASSETs	70
Kit Carson International Academy	\$37,800.00	Title IV	20 students per session (1.5 hours). Two sessions per day for 180 days
Total	\$137,800.00		

Funding Distribution:

21st Century ASSETs = \$100,000.00

Title IV = \$37,800.00

The final installment shall not be invoiced by THE CONTRACTOR or due until completion of all obligations pursuant to this Agreement.

C. **Independent Contractor.** While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, THE CONTRACTOR and each of THE CONTRACTOR employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. **Insurance Requirements.** Prior to commencement of services and during the life of this Agreement, THE CONTRACTOR shall provide the District with a copy of its certificates of insurance

evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. THE CONTRACTOR will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. THE CONTRACTOR agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify THE CONTRACTOR of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, THE CONTRACTOR agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

THE CONTRACTOR further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* THE CONTRACTOR shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by THE CONTRACTOR; (b) any act by THE CONTRACTOR exposing the District to liability to others for personal injury or property damage; or (c) THE CONTRACTOR is adjudged as bankrupt; THE CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the THE CONTRACTOR's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, THE CONTRACTOR agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by THE CONTRACTOR and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. THE CONTRACTOR has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither THE CONTRACTOR, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. THE CONTRACTOR's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, THE CONTRACTOR shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to THE CONTRACTOR prior to the execution of this Agreement. THE CONTRACTOR is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these

requirements. THE CONTRACTOR shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. THE CONTRACTOR waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. THE CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

M. Assignment. This Agreement is made by and between THE CONTRACTOR and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between THE CONTRACTOR and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: THE HAWK INSTITUTE

By: *Eric Gravenberg*
Authorized Signature

August 16, 2022
Date

Print Name: *Eric Gravenberg*

Title: *President/CEO*

Agency's Public Phone Number: *916-217-8071*

Email Address: *egravenberg@yahoo.com*

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, THE CONTRACTOR site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

The HAWK Institute shall:

1. Provide Expanded Learning services at Health Professions according to 21st Century grant guidelines.
2. Provide mentoring services to identified students at Kit Carson International Academy. The Contractor will work with the Kit Carson administration to identify the needs of the participating students.
3. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
4. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. THE CONTRACTOR will share the program plan with all stakeholders including school site administrators.
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
7. Provide an "End of Year" Report on status of all outcomes and objectives.
8. Maintain and provide to the District monthly attendance and program activities records.

9. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
10. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
11. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
12. Develop special activities and field trips for the sites individually and collectively.
13. Attend and provide monthly reports at designed meetings, monthly THE CONTRACTOR meetings, monthly THE CONTRACTOR Program Managers meetings, as well as other planning meetings as necessary.
14. Work collaboratively with the other outside THE CONTRACTOR contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
15. Communicate progress of project/partnership development on a timely and consistent manner to the District.
16. Communicate new partnership opportunities with the District.
17. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
18. Provide at least one full time Program Manager at Health Professions High that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week.
19. Provide sufficient staffing to maintain a 20:1 student/staff ratio, THE CONTRACTOR will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
20. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. The HAWK Academy will attend all the mandatory agency directors and supplemental provider meetings.
24. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming THE CONTRACTOR regarding District expectations.


1. THE CONTRACTOR and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. THE CONTRACTOR and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District's Volunteer Protocol.
3. THE CONTRACTOR will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, THE CONTRACTOR and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, THE CONTRACTOR/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, THE CONTRACTOR enters this COVID-19 Addendum as THE CONTRACTOR will be providing services at the school sites:

1. THE CONTRACTOR agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. THE CONTRACTOR agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. THE CONTRACTOR will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: 

Name and Title: Eric Gravenberg / President / CEO

Address: 3230 ARENA Blvd. Ste 245-161, SAC. CA 95834

Work Phone: 916-217-8071

Other Phone: 916-792-4380

Email Address: egravenberg@gsdso.com

AGREEMENT FOR Transfer of Funds

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Sol Aureus College Preparatory K-8

The Sacramento City Unified School District (“District” or “SCUSD”) and Sol Aureus College Preparatory K-8 (“Sol Aureus”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for transfer of funds (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

Sacramento City Unified School District is the fiscal agent for Sol Aureus’s After School Education and Safety (ASES) Grant (Grant ID: 34-23939-6743-EZ). The intent of the ASES grant is to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

The total grant amount is \$146,507.64. According to the ASES grant, Sol Aureus Expanded Learning Program (“program”) needs to serve 80 students for 180 days for a minimum of 15 hours and needs to remain open until 6:00 p.m. and provide academic enrichment activities during expanded learning/after school hours.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

For 2022-2023 school year, Sol Aureus will hire its own staff to provide academic and enrichment activities during expanded learning/after school hours.

Both Parties have agreed that District will transfer 90% of the grant amount (\$131,856.87) to Sol Aureus in four properly submitted invoices.

The District will continue acting as the fiscal agent, submit all the required reports to California Department of Education, and continue working with Sol Aureus to provide assistance with program monitoring, quality assurance and evaluation.

In order to offset a portion of the administrative cost, SCUSD Youth Development Support Services shall keep 10% of the grant amount (\$14,650.77).

AGREEMENT

Assurances to Meet Requirements of After School Education and Safety (ASES) Program

Program Operations – Both Parties Agree	
	The program will maintain a student-to-staff member ratio of no more than 20:1.
	The program will begin operation immediately upon the end of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.)
	The program will operate for a minimum of 15 hours per week.
	The program will operate until at least 6:00 p.m., on every regular school day.
	The program will establish a reasonable early release policy for students attending the after school component.
	Elementary students should participate in the expanded learning program each day the program operates.
	A flexible attendance schedule for middle/junior high school students may be implemented in order to develop an age-appropriate program. Priority for enrollment will be given to students who attend daily.
	Every student attending a school operating a program is eligible to participate in the program, subject to program capacity.
	The program is not required to charge family fees or conduct individual eligibility determination based on need or income.
	The program will provide all notices, reports, statements, and records to parents or guardians in English and the student’s primary language when 15 percent of the students enrolled at the school site speak a single primary language other than English as determined by language census data from the preceding year.
	The program is planned through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
	The program will establish a policy regarding reasonable early daily release of pupils from the program.
	First priority for enrollment of pupils shall be given to students experiencing homelessness and pupils identified by the program as being in foster care.
	The program will provide staff development and training.
	Both parties assume fiscal accountability.
	The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sol Aureus College Preparatory.
	All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and Sol Aureus College Preparatory’s policy for school personnel and volunteers at the school.
	All funds will expended will supplement, but not supplant, existing funding for after school program.
	The program may include three days of staff development during regular program hours using funds from the total grant award.
	If 15 percent or more of the pupils enrolled in Sol Aureus College Preparatory speak a single primary language other than English, as determined from the census data

	submitted to CDE in the preceding year, all notices, reports, statements or records sent to the parent/guardian of any such pupil by the school be written in the primary language.
	Sol Aureus will follow all applicable local, state, and federal law and regulations, including measures related to COVID-19.

Program Elements	
	The program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
	The program will have an educational enrichment element that may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Such activities might involve the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
	The program will provide a safe physical and emotional environment and opportunities for relationship-building and will promote active student engagement.
	The program will collaborate and integrate with the regular school day program and other expanded learning opportunities.
	The program will provide a snack that conforms to the nutrition standards in the California <i>Education Code</i> , Part 27, Chapter 9, Article 2.5, commencing with Section 49430.
	The program will provide opportunities for physical activity.
Program Plan – Both Parties Agree	
	Parties in this agreement as well as school staff, are committed to supporting the program and sharing responsibility for the planning and quality of the program at Sol Aureus College Preparatory K-8. Both Parties agree to review their after school program plan every three years. The review is to include, but not limited to program goals, program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE.

Program Evaluation/Assessment – Both Parties Agree	
	The program will provide information to the department for the purpose of program evaluation and certify that program evaluations will be based upon any requirements recommended by the Advisory Committee or Before and After School Programs.
	The program will provide school day attendance rates on participating pupils to the CDE on an annual basis.
	The program will submit program attendance on a semiannual basis as required by the CDE.
	The program acknowledges that the CDE shall monitor the program review as part of its onsite monitoring process.
	The program will meet all of the evaluation requirements and any such data required by the CDE.
	The program will engage in the collection and use of pupils’ social, behavioral or skill development data collection to support quality program improvement processes.
	The program will submit evidence of a data-driven program quality improvement process that is based on CDE’s guidance on program quality standards.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME:

By: _____
Authorized Signature

_____ Date

Print Name: _____

Title: _____

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

The Sacramento City Unified School District (“District” or “SCUSD”) and the New Hope Community Development Corporation (“NHCDC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Hollywood Park and William Land Elementary** schools and recreational activities supporting the Expanded Learning programs at the above-mentioned schools during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NHCDC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscUSD.org/copy-of-after-school>

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay NHCDC for direct services not to exceed **\$259,524.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Hollywood Park	\$188,244.00	ASES and ELOP	83
William Land	\$71,280.00	ELOP	60
Total	\$259,524.00		

Funding Distribution:

ASES = \$129,720.31

ELOP = \$129,803.69

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NHCDC shall provide documentation of **\$19,458.05** as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, NHCDC and each of NHCDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, NHCDC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. NHCDC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

NHCDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or

not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* NHCDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by NHCDC; (b) any act by NHCDC exposing the District to liability to others for personal injury or property damage; or (c) NHCDC is adjudged as bankrupt; NHCDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the NHCDC's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability

of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, NHCDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by NHCDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NHCDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither NHCDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. NHCDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, NHCDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to NHCDC prior to the execution of this Agreement. NHCDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. NHCDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. NHCDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. NHCDC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of

immunity to suit by the District.

M. Assignment. This Agreement is made by and between NHCDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between NHCDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: NEW HOPE COMMUNITY DEVELOPMENT CORPORATION

By: _____ Date _____
Enoch Yeung
Authorized Signature 8/9/22
Date

Print Name: Enoch Yeung

Title: Executive Director

Agency's Public Phone Number: 510-541-4238

Email Address: eyeung@nhcdc.org

Sacramento City Unified School District and New Hope Community Development Corporation:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

New Hope Community Development Corporation shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. NHCDC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide an "End of Year" Report on status of all outcomes and objectives.
7. Maintain and provide to the District monthly attendance and program activities records.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.

9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
11. Develop special activities and field trips for the sites individually and collectively.
12. Attend and provide monthly reports at designed meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
13. Work collaboratively with the other outside NHCDC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
18. Provide sufficient staffing to maintain a 20:1 student/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. NHCDC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
20. Provide annual in-kind support and direct services that equates to approximately 15% of total ASES amount and such financial support to be itemized and reported bi-annually to the District.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming NHCDC regarding District expectations.

1. NHCDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. NHCDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, NHCDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, NHCDC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, NHCDC enters this COVID-19 Addendum as NHCDC will be providing services at the school sites:

1. NHCDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. NHCDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. NHCDC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: *Enoch Yeung*

Name and Title: Enoch Yeung , Executive Director

Address: 1821 Meadowview Road, Sacramento, CA 95823

Work Phone: 510-541-4238

Other Phone: _____

Email Address: eyeung@nhcdc.org

VENDOR - PO with Receiving	Fiscal Year 2022/23
Requisition Number R23-00498	Requisition Date 06/15/2022

Summary				
Created by	DIANA VA, 6/15/2022	PO #	Goods & Services	
Department	PURCH	Responsibility	Academic Dept	
Status	Approved			
On Hold	Yes	Attachments	Yes	
Requisitioner	FLACK/DMV	Board Date	09/06/2022	Non Taxable
Order Site	0822 - FACILITIES MAINTENANCE			98,904.00
Delivery Site	0822 - FACILITIES MAINTENANCE			Taxable
Delivery Date		Room		36,530.12
Project				Tax (8.7500)
Info	LEONARDO DA VINCI FLOORING CLASSROOMS			3,196.39
				Shipping (0.00)
				Adjustment
				<u>138,630.51</u>
				Requisition Total

Requisition Vendor Information	
315966/1	RJ COMMERCIAL FLOORING CO 1016 RENO AVE STE E , MODESTO, CA 95351

Purchasing		
PO Date	PO Printed Date	Buyer TINA - Tina Alvarez-Bevens
Quote	Quote Date	

Line Items							Change Level 0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
SEE ATTACHED PROPOSAL							
SOURCEWELL CONTRACT #080819-TFU							
DATED JUNE 13,2022							
1	DISPOSAL	EACH	1,100		1.9000	2,090.00	
2	FLOOR PREPARATION	EACH	10,320		2.0000	20,640.00	
3	FURNISH ABRASIVE ACTION WALK OFF - COLOR CHARCOAL	EACH	80		53.0000	4,240.00	TX
4	LABOR TO INSTALL ABRASIVE ACTION WALK OFF - COLOR CHARCOAL	EACH	80		12.0000	960.00	
5	FURNISH 925 RESILIENT ADHESIVE	EACH	1		218.2600	218.26	TX
6	FURNISH POWERBOND AFTERMATH - COLOR FLANNEL	EACH	1,100		27.0000	29,700.00	TX
7	LABOR TO INSTALL POWERBOND AFTERMATH - COLOR FLANNEL	EACH	1,100		13.0000	14,300.00	
8	INSTALL C36 PRIMER	EACH	10,320		1.1500	11,868.00	
Reference Sourcewell Contract Solicitation Number: RFP#080819							
9	FURNISH C16E ADHESIVE	EACH	9		87.5400	787.86	TX
10	FURNISH 4" COVE BASE COLOR CHARCOAL	EACH	1,320		1.2000	1,584.00	TX
11	LABOR TO INSTALL 4" COVE BASE COLOR CHARCOAL	EACH	1,320		2.8000	3,696.00	
12	ABATEMENT INCLUDING CONTAINMENT, AIR CLEARANCES	EACH	1		45,350.0000	45,350.00	

Accounts				
	Amount	Encumbered	Expensed	Outstanding
01- 8150- 0- 6200- 00- 0000- 8500- 000- 0822- 000 (2023) Bldngs,OngoMaint,PrjYr,Undistrib,Fac Aq/Con	138,630.51	138,630.51		.00



R23-00488

R-J Inc. dba RJ Commercial Flooring Company

1016 Reno Ave. Ste E

Modesto, CA 95351

Tel: (209) 408-0198

Fax: (209) 571-5056

CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Chris Ralston

DATE: June 13, 2022

COMPANY: Sacramento City Unified School District

PROJECT: **Leonardo Da Vinci K-8 10 Classrooms**

ADDRESS: 5735 47th Avenue
Sacramento, CA 95824

LOCATION: 4701 Joaquin Way
Sacramento, CA 95822

TELEPHONE:

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Pricing based on Sourcewell Contract				
				\$ -
1,100	sq yds	Disposal	\$ 1.90	\$ 2,090.00
10,320	sq ft	Floor Preparation	\$ 2.00	\$ 20,640.00
80	sq yds	Furnish Abrasive Action Walk Off - Color Charcoal	\$ 53.00	\$ 4,240.00
80	sq yds	Labor to install Abrasive Action Walk Off - Color Charcoal	\$ 12.00	\$ 960.00
1	each	Furnish 925 Resilient Adhesive	\$ 218.26	\$ 218.26
1,100	sq yds	Furnish Powerbond Aftermath - Color Flannel	\$ 27.00	\$ 29,700.00
1,100	sq yds	Labor to install Powerbond Aftermath - Color Flannel	\$ 13.00	\$ 14,300.00
10,320	sq ft	Install C36 Primer	\$ 1.15	\$ 11,868.00
9	each	Furnish C16E Adhesive	\$ 87.54	\$ 787.86
1,320	lin ft	Furnish 4" cove base Color Charcoal	\$ 1.20	\$ 1,584.00
1,320	lin ft	Labor to install 4" cove base Color Charcoal	\$ 2.80	\$ 3,696.00
1	ea	Abatement including containment, air clearances	\$ 45,350.00	\$ 45,350.00
INCLUSIONS:				
RM 15-18 & RM 20-25.				
EXCLUSIONS:				
Furniture and equipment moving, moisture testing and mitigation, borders and inlays, wax at hard surface, non-standard working hours.				

- Freight charges are included in price unless specifically noted above.
- Terms are net 30 days. Deposit or progress payment may required for materials.
- The prices listed on this proposal are valid for a period of 3 months.
- If this proposal is accepted, please submit a signed purchase order.
- All required Certified Payroll Reporting documents are available upon request.
- Payment or performance bonds are not included in price unless specifically noted above.
- Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
- RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
- If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
- Labor is based on prevailing wages.

SUBTOTAL	\$ 135,434.12
TAXABLE SUBTOTAL	\$ 36,530.12
SALES TAX RATE	8.750%
SALES TAX	\$ 3,196.39
TOTAL PRICE	\$ 138,630.51



SUBMITTED BY Scott Meyers
Scott Meyers

TEL: (209) 408-0198
FAX: (209) 571-5056

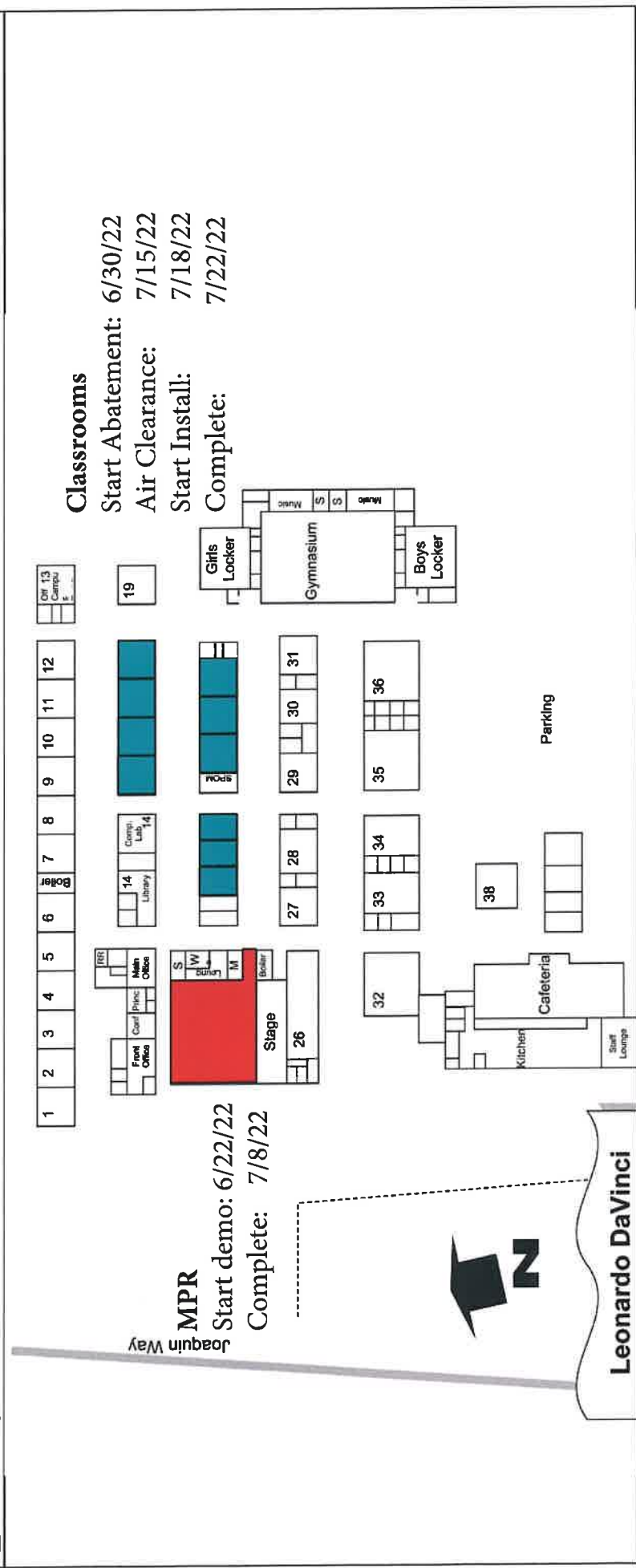
R23-00498/00499

Summary 1/2

Item Description

-  Carpet
-  LVT iD Latitude

L_DaVinci 2/2





R23-00601

Quote

Page 1 of 4

Date 6/21/2022
Quote Number Q065904

Sacramento Service
 10183 Croydon Way
 Suite D
 Sacramento CA 95827

Expires: 7/21/2022
Lead Time:
Terms: Net 30
Shipping Method: Service
Shipping Terms:
Sales Rep:
FastTrack Order 117241
Memo

Bill To:
 Sacramento City USD
 Facilities Maintenance Support
 425 First Avenue
 Sacramento CA 95818

Ship To:
 5735 47TH AVENUE
 SACRAMENTO CA 95827
 United States

UPC Code	Qty	Units	Description	Price	Total
			MERV 13 2" & 4" 95 Schools. MERV 10 1"		
REX132025215	476	Ea	20x25x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$13.27	\$6,316.52
REX131625215	1,147	Ea	16x25x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$11.59	\$13,293.73
sc20361	2	Ea	20x36x1 MERV 10, Pleated Filter, SC (ePM10)	\$14.01	\$28.02
scs14a28a1a	1	Ea	14x28x1 MERV 10, Pleated Filter, SC (ePM10)	\$6.39	\$6.39
P1S10-1425	20	Ea	14x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.32	\$66.40
P1S10-2030	63	Ea	20x30x1 MERV 10, Pleated Filter, SC (ePM10)	\$4.51	\$284.13
P1S10-2020	19	Ea	20x20x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.35	\$63.65
REX131824411	8	Ea	18x24x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$18.75	\$150.00
P1S10-1520	52	Ea	15x20x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.16	\$164.32
REX131620411	2,019	Ea	16x20x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$15.00	\$30,285.00
gps18a22a1a	1	Ea	18x22x1 MERV 13, Pleated Filter, HC (ePM1)	\$12.39	\$12.39
REX131624215	52	Ea	16x24x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$10.64	\$553.28
gps16a16a2a	107	Ea	16x16x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$11.59	\$1,240.13
scs8a14a1a	4	Ea	8x14x1 MERV 10, Pleated Filter, SC (ePM10)	\$5.78	\$23.12
P1S10-1424	1	Ea	14x24x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.33	\$3.33
sc14221	5	Ea	14x22x1 MERV 10, Pleated Filter, SC (ePM10)	\$7.01	\$35.05
scs9o60a1a	13	Ea	9-3/4x60x1 MERV 10, Pleated Filter, SC (ePM10)	\$15.46	\$200.98
P2S10-1630	1	Ea	16x30x2 MERV 10, Pleated Filter, SC (ePM10)	\$9.53	\$9.53
scs15g65k1a	12	Ea	15-1/4x65-1/2x1 (Exact) MERV 10, Pleated Filter, SC (ePM10)	\$23.86	\$286.32
REX131625411	199	Ea	16x25x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$17.52	\$3,486.48
gps16a30a2a	132	Ea	16x30x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$17.97	\$2,372.04
scs16a30m1a	2	Ea	16x30-5/8x1 MERV 10, Pleated Filter, SC (ePM10)	\$10.99	\$21.98
scs17a22a1a	1	Ea	17x22x1 MERV 10, Pleated Filter, SC (ePM10)	\$6.39	\$6.39
P1S10-1630	6	Ea	16x30x1 MERV 10, Pleated Filter, SC (ePM10)	\$5.47	\$32.82
REX132525215	10	Ea	25x25x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$17.57	\$175.70



Q065904

Line Items # 1-25

R23-00601



Quote

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Date
Quote Number

6/21/2022
Q065904

UPC Code	Qty	Units	Description	Price	Total
scs11a22a1a	32	Ea	11x22x1 MERV 10, Pleated Filter, SC (ePM10)	\$6.04	\$193.28
gps16a16a4a	172	Ea	16x16x4 MERV 13, Pleated Filter, HC (ePM1)	\$20.57	\$3,538.04
P1S10-1216	4	Ea	12x16x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.65	\$14.60
REX132024411	67	Ea	20x24x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$20.43	\$1,368.81
REX131520215	50	Ea	15x20x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$9.27	\$463.50
P1S10-1430	7	Ea	14x30x1 MERV 10, Pleated Filter, SC (ePM10)	\$4.83	\$33.81
REX131224411	58	Ea	12x24x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$13.61	\$789.38
P1S10-1818	1	Ea	18x18x1 MERV 10, Pleated Filter, SC (ePM10)	\$4.15	\$4.15
gps18a20a2a	7	Ea	18x20x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$11.05	\$77.35
P1S10-2025	168	Ea	20x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.77	\$633.36
P1S10-2525	2	Ea	25x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$4.64	\$9.28
REX131620215	609	Ea	16x20x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$9.73	\$5,925.57
REX131020215	14	Ea	10x20x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$7.33	\$102.62
scs12a22a1a	3	Ea	12x22x1 MERV 10, Pleated Filter, SC (ePM10)	\$6.04	\$18.12
REX132020116	22	Ea	20x20x1 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$6.47	\$142.34
scs9o48a1a	10	Ea	9-3/4x48x1 MERV 10, Pleated Filter, SC (ePM10)	\$10.99	\$109.90
REX132424411	268	Ea	24x24x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$23.49	\$6,295.32
gps22a22a4a	1	Ea	22x22x4 MERV 13, Pleated Filter, HC (ePM1)	\$25.27	\$25.27
P1S10-2024	37	Ea	20x24x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.81	\$140.97
REX132030215	566	Ea	20x30x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$17.97	\$10,171.02
scs10a14a1a	1	Ea	10x14x1 MERV 10, Pleated Filter, SC (ePM10)	\$5.78	\$5.78
P1S10-1010	9	Ea	10x10x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.37	\$30.33
scs22a36k1a	4	Ea	22x36-1/2x1 MERV 10, Pleated Filter, SC (ePM10)	\$14.05	\$56.20
scs19a25a1a	1	Ea	19x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$7.24	\$7.24
REX131420215	12	Ea	14x20x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$8.77	\$105.24
REX132025116	1	Ea	20x25x1 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$7.12	\$7.12
scs9o72a1a	34	Ea	9-3/4x72x1 MERV 10, Pleated Filter, SC (ePM10)	\$16.64	\$565.76
P1S10-2022	9	Ea	20x22x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.99	\$35.91
scs15g53k1a	6	Ea	15-1/4x53-1/2x1 (Exact) MERV 10, Pleated Filter, SC (ePM10)	\$15.30	\$91.80
gps21k36k2a	9	Ea	21-1/2x36-1/2x2 (Exact) MERV 13, Pleated Filter, HC (ePM1)	\$31.33	\$281.97
scs9o24a1a	1	Ea	9-3/4x24x1 MERV 10, Pleated Filter, SC (ePM10)	\$6.04	\$6.04
REX132020215	465	Ea	20x20x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$11.12	\$5,170.80
REX131425215	30	Ea	14x25x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$10.41	\$312.30
gps12a18a2a	4	Ea	12x18x2 MERV 13, Pleated Filter, HC (ePM1)	\$15.77	\$63.08



Line Item # 26-59

Quote

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Date

6/21/2022

Quote Number

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UPC Code	Qty	Units	Description	Price	Total
gps24a25a2a	1	Ea	24x25x2 MERV 13, Pleated Filter, HC (ePM1)	\$23.00	\$23.00
gps16a24a4a	360	Ea	16x24x4 MERV 13, Pleated Filter, HC (ePM1)	\$22.77	\$8,197.20
gps15a30m1a	4	Ea	15x30-5/8x1 MERV 13, Pleated Filter, HC (ePM1)	\$17.80	\$71.20
REX132024215	99	Ea	20x24x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$13.61	\$1,347.39
P2S10-2025	1	Ea	20x25x2 MERV 10, Pleated Filter, SC (ePM10)	\$4.32	\$4.32
scs24a25a1a	2	Ea	24x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$7.96	\$15.92
scs22a36a1a	1	Ea	22x36x1 MERV 10, Pleated Filter, SC (ePM10)	\$14.05	\$14.05
P1S10-1625	57	Ea	16x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.33	\$189.81
REX132424215	177	Ea	24x24x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$15.33	\$2,713.41
REX131824215	6	Ea	18x24x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$12.25	\$73.50
P1S10-1220	108	Ea	12x20x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.08	\$332.64
gps22a37a2a	5	Ea	22x37x2 MERV 13, Pleated Filter, HC (ePM1)	\$32.67	\$163.35
scs8a20a1a	6	Ea	8x20x1 MERV 10, Pleated Filter, SC (ePM10)	\$5.78	\$34.68
scs15g77k1a	24	Ea	15-1/4x77-1/2x1 (Exact) MERV 10, Pleated Filter, SC (ePM10)	\$29.85	\$716.40
gps18a18a2a	5	Ea	18x18x2 MERV 13, Pleated Filter, HC (ePM1)	\$20.11	\$100.55
REX132025411	508	Ea	20x25x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$20.67	\$10,500.36
P1S10-2424	34	Ea	24x24x1 MERV 10, Pleated Filter, SC (ePM10)	\$4.04	\$137.36
P1S10-1020	28	Ea	10x20x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.01	\$84.28
P1S10-1825	14	Ea	18x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$4.29	\$60.06
P1S10-1616	20	Ea	16x16x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.65	\$73.00
P1S10-1225	1	Ea	12x25x1 MERV 10, Pleated Filter, SC (ePM10)	\$6.72	\$6.72
gps16a30a1a	1	Ea	16x30x1 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$15.25	\$15.25
REX131224215	247	Ea	12x24x2 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$9.41	\$2,324.27
gps22b36k2a	12	Ea	22x36-1/2x2 (Exact) MERV 13, Pleated Filter, HC (ePM1)	\$34.00	\$408.00
gps14a14a2a	3	Ea	14x14x2 MERV 13, Pleated Filter, HC (ePM1)	\$13.19	\$39.57
scs10a48a1a	2	Ea	10x48x1 MERV 10, Pleated Filter, SC (ePM10)	\$10.99	\$21.98
P1S10-1620	5	Ea	16x20x1 MERV 10, Pleated Filter, SC (ePM10)	\$2.89	\$14.45
REX132020411	180	Ea	20x20x4 MERV 13, Endurex Pleated Filter, HC (ePM1)	\$17.89	\$3,220.20
gps11a22a1	9	Ea	11x22x1 MERV 13, Pleated Filter, HC (ePM1)	\$11.09	\$99.81
scs15a30m1a	110	Ea	15x30-5/8x1 MERV 10, Pleated Filter, SC (ePM10)	\$10.99	\$1,208.90
P1S10-1420	2	Ea	14x20x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.13	\$6.26
gps14a24a2a	12	Ea	14x24x2 MERV 13, Pleated Filter, HC (ePM1)	\$20.11	\$241.32
scs16a22a1a	2	Ea	16x22x1 MERV 10, Pleated Filter, SC (ePM10)	\$6.39	\$12.78
gps12a18a4a	2	Ea	12x18x4 MERV 13, Pleated Filter, HC (ePM1)	\$20.57	\$41.14



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Line Item #60-93



Quote

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Date

6/21/2022

Quote Number

Q065904

UPC Code	Qty	Units	Description	Price	Total
P1S10-1414	3	Ea	14x14x1 MERV 10, Pleated Filter, SC (ePM10)	\$3.81	\$11.43
P1S10-1824	1	Ea	18x24x1 MERV 10, Pleated Filter, SC (ePM10)	\$4.08	\$4.08
scs15g41k1a	8	Ea	15-1/4x41-1/2x1 (Exact) MERV 10, Pleated Filter, SC (ePM10)	\$14.14	\$113.12

Electronic invoicing now available. Contact Hannah@airfiltersupply.com to sign up!

Subtotal \$128,555.72
Shipping Cost (Service) \$0.00

As we begin 2022, Air Filter Supply will, at no additional cost, be supplying a MERV 10 pleated filter as an upgrade against our currently offered MERV 8 pleated filter.

We anticipate the necessary interchangeability of M8/M10 as a standard offering to be phased out within the next 90-180 days.

Tax \$11,248.53

Total \$139,804.25



Q065904

Line Items #9496



Agreement for Architectural Services

between

Sacramento City Unified School District

and

HMC Group

John F. Kennedy Parking Lot Project

Dated: July 18, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of July 18, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and HMC Group ("Architect") (collectively "Parties"), for the following project ("Project"):

John F. Kennedy Parking Lot located 6715 Gloria Drive, Sacramento, CA 95831

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s John F. Kennedy High School at 6715 Gloria Drive, Sacramento, CA 95831.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

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

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

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

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

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

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

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

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

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
 - 2.13.7. Topographic surveys of existing conditions
 - 2.13.8. State and Local agency fees.
 - 2.13.9. Testing and inspection

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Jeffrey Grau

Project Director: Vipul Safi

Other: Brian Meyers, Educational Planner

Major Consultants:

Electrical: Edge Engineering

Mechanical: Capital Engineering

Structural: RW Engineering

Civil: Warren Consulting Engineers

Landscape: MTW

Low Voltage: Edge Engineering

Fire Sprinkler: N/A

Food Service: AMD

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

- 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Two Hundred Sixty Thousand Dollars (\$260,000) based on the rates set forth in **Exhibit "D."**

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,000. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to, the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Architect also has the duty to defend the Indemnified Parties from all Claims at Architect's own expense, including attorneys' fees and costs; however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of,

or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also in good faith as to the scope and extent of further assistance, including a joint defense agreement. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein

without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

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

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Facilities Office
EMAIL: chris-ralston@scusd.edu

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Architect:

HMC Group
2101 Capitol Avenue #100
Sacramento, CA 95816
ATTN: Brian Meyers
EMAIL: brian.meyers@hmcarchitects.com

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District's Right to Audit

- 29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this

Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31.

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

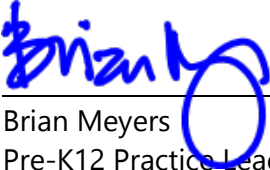
[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

HMC GROUP

By: _____
Rose Ramos
Chief Business Officer

By:  _____
Brian Meyers
Pre-K12 Practice Leader

Date: _____

Date: 7/18/2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: John F. Kennedy Parking Lot

Construction Cost Budget: \$4,000,000 (Construction budget)

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-built;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

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

High Performance Schools. If the District adheres to the Collaborative for High Performance School (“CHPS”) Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible. CHPS and/or LEED certification is not of Architect’s scope of basic services.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation (“Mandatory Assistance”).

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

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

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

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

3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be estimated space use square foot costs (classroom sq. ft. costs, office space, etc.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget will inform the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4. Presentation

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

5. Deliverables and Numbers of Copies

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

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

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
 - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

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

2. **Structural**

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

3. **Mechanical**

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

4. **Electrical**

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

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

5. **Civil**

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

6. **Bid Documents**

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

7. **Construction Cost Budget**

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

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Architectural

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Mechanical

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;

- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$275
Senior Project Manager:	\$215
Project Manager:	\$190
Designer:	\$115
Project Leader:	\$170
Project Coordinator:	\$140
Contract Administrator:	\$105
Project Architect	\$190
Other	See Attached Rate Schedule

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Design Development Phase within approximately **151 calendar days** after receipt of a written authorization from District to proceed. (December 1, 2022 – May 1, 2023)
- C. Architect shall complete Services required under Construction Documents Phase within **92 calendar days (3 months)** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
1. 100% Construction Phase **92 calendar days**
(June 1, 2023 – September 1, 2023)
- D. The durations stated above include the review periods of 10 **calendar days** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Design Development Phase	<u>15%</u>
Construction Documents Phase-Submittal to DSA	<u>45%</u>
Agency	5%
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
Generate Punch List	1%
Sign Off On Punch List	1%
Receive and Review All M & O Documents	1%
Filing All DSA Required Close Out Documents	1%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	1%
TOTAL BASE COMPENSATION	<u>100%</u>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,000.

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- B. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- C. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.

- D. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- E. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- F. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to

maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all sub consultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the sub consultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require sub consultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- G. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- H. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- I. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT "G"

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

PROJECT/CONTRACT NO.: 0525-462 John F. Kennedy Parking Lot between the Sacramento City Unified School District ("District") and HMC Group ("Consultant") ("Contract" or "Project").

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

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

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

EXHIBIT "H"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name: HMC Architects

Pursuant to the provision of the State Public Health Officer Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this _____ day of _____, 202__ at _____, California.

By: _____ Signature: _____

Title: _____

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

California Design West Architects

Theodore Judah Playground Project

Dated: September 8, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of September 8, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and California Design West Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Paving Repairs and PIP Fall Protection project located at Theodore Judah Elementary, 3919 McKinley Boulevard, Sacramento, CA 95819

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s Theodore Judah Elementary at 3919 McKinley Boulevard, Sacramento, CA 95819.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

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

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

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

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

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

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

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

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

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Mitch McAllister
Project Architect(s): Shane Trump
Project Manager(s): Garret Feasel
Other: Anne Perkins

Major Consultants:

Civil: Warren Consulting Engineers

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of \$168,008.12. The fee represents 8% of the proposed construction value of \$2 million. At the completion of Schematic Design phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$8,401. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a

waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

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

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects (“Prevailing Wage Laws”). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants’ professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Facilities Office
EMAIL: chris-ralston@scusd.edu

Architect:

California Design West
2100 19th Street
Sacramento, CA 95818
ATTN: Mitch McAllister
EMAIL: mmcAllister@ca-dw.com

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

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

Article 31.

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

Rose Ramos
Chief Business Officer

Date: _____, 20__

CALIFORNIA DESIGN WEST ARCHITECTS

By:  _____

Mitch McAllister
Title: Principal in Charge

Date: August 26, 2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: Theodore Judah Playground

Construction Cost Budget: \$2,452,616.73

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

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

High Performance Schools. If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

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

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

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

3. **Construction Cost Budget**

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

4. Presentation

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

5. Deliverables and Numbers of Copies

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

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

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
 - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

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

2. **Structural**

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

3. **Mechanical**

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

4. **Electrical**

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

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

5. **Civil**

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

6. **Bid Documents**

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

7. **Construction Cost Budget**

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

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 50% Stage:

a. General

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

b. Architectural

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

c. Structural

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

d. **Mechanical**

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

e. **Electrical**

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

f. **Civil**

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

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. Specifications

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

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$200.00
Associate Principal:	\$180.00
Project Manager:	\$150.00
Assistant Project Manager:	\$130.00
Contract Administrator:	\$90.00

Program Manager	\$150.00
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- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **14 calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within **21 calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within **28 calendar days** after receipt of a written authorization from District to proceed.
- E. Architect shall complete Services required under Construction Documents Phase within **42 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 50% Submittal Package **21 calendar days**
 - 2. 100% Submittal Package **28 calendar days**
 - 3. Final Contract Documents after Final Back-Check Stage **7 calendar days**
- F. The durations stated above include the review periods of **7 calendar days** required by the District.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>20%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand Dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
6. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
 9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
 10. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT "H"

**VACCINATION STATUS CERTIFICATION
(Consultant)**

Consultant/Company Name: California Design West Architects

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

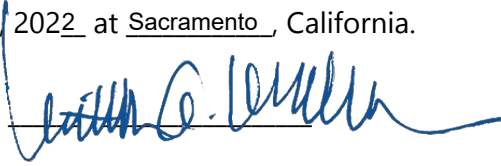
- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 26th day of August 2022 at Sacramento, California.

By: Mitchell A. McAllister

Signature: _____



Title: Principal Architect

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT



Agreement for Architectural Services

between

Sacramento City Unified School District

and

California Design West Architects

John D. Sloat Playground Project

Dated: September 8, 2022

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of September 8, 2022, between the Sacramento City Unified School District, a California public school district ("District"), and California Design West Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Paving Repairs and Site Security Fencing project located at John D. Sloat Elementary, 7525
Candlewood Way, Sacramento, CA 95822

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s John D. Sloat Elementary at 7525 Candlewood Way, Sacramento, CA 95822.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

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

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

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

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

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

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

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

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

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Mitch McAllister
Project Architect(s): Shane Trump
Project Manager(s): Garret Feasel
Other: Anne Perkins

Major Consultants:

Civil: Warren Consulting Engineers

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of \$216,564.40. The fee represents 8% of the proposed construction value of \$3.2 million. At the completion of Schematic Design phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$10,828. All reimbursable expenses must be pre-approved by District.

6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a

waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

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

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects (“Prevailing Wage Laws”). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants’ professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Facilities Office
EMAIL: chris-ralston@scusd.edu

Architect:

California Design West
2100 19th Street
Sacramento, CA 95818
ATTN: Mitch McAllister
EMAIL: mmcullister@ca-dw.com

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Article 28. [RESERVED]

Article 29. District’s Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

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

Article 31.

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

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CALIFORNIA DESIGN WEST ARCHITECTS

By: _____

Rose Ramos
Chief Business Officer

Date: _____, 20__

By:  _____

Mitch McAllister

Title: Principal in Charge

Date: August 26, 2022

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

SCOPE OF PROJECT

Project Name: John D. Sloat Playground

Construction Cost Budget: \$3,145,113.25

BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

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

High Performance Schools. If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

6. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

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

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

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

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

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

3. **Construction Cost Budget**

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

4. Presentation

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

5. Deliverables and Numbers of Copies

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

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

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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E. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

1. Architectural

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

2. **Structural**

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

3. **Mechanical**

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

4. **Electrical**

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

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

5. **Civil**

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

6. **Bid Documents**

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

7. **Construction Cost Budget**

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

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
 - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

8. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

9. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents ("CD") 50% Stage:

a. General

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

b. Architectural

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

c. Structural

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

d. **Mechanical**

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

e. **Electrical**

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

f. **Civil**

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

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

h. Specifications

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

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

G. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
 - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
 - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$200.00
Associate Principal:	\$180.00
Project Manager:	\$150.00
Assistant Project Manager:	\$130.00
Contract Administrator:	\$90.00

Program Manager	\$150.00
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- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 - 1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **14 calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within **21 calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within **28 calendar days** after receipt of a written authorization from District to proceed.
- E. Architect shall complete Services required under Construction Documents Phase within **42 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 50% Submittal Package **14 calendar days**
 - 2. 100% Submittal Package **21 calendar days**
 - 3. Final Contract Documents after Final Back-Check Stage **7 calendar days**
- F. The durations stated above include the review periods of **7 calendar days** required by the District.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>20%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Design/Architectural Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. For Schematic Design Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand Dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
6. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except

after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
10. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT "H"

**VACCINATION STATUS CERTIFICATION
(Consultant)**

Consultant/Company Name: California Design West Architects

Pursuant to the provision of the State Public Health Officer Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the course and scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any District location are either fully vaccinated and have provided Consultant with proof of vaccination from a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Officer for purposes of case investigation.

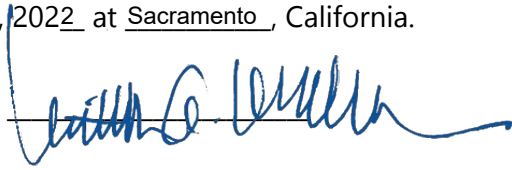
In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 26th day of August, 2022 at Sacramento, California.

By: Mitchell A. McAllister

Signature: 

Title: Principal Architect

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT

QUOTE

SSL Quote Number: Q-205137

Status: Approved

Quote Name:

Currency: USD

Created Date: 06-14-2022

Expiration Date: 09-11-2022

Customer Number: 236900

Requestor Name: Yee Yang

yee-yang@scusd.edu

1 (916) 6437400

Customer Program: OMNIA - CA/FL

To place an order using this quote,

contact:

Phone 888-388-3224

Email:

F&E_Orders_Quotes_Questions@schoolspecialty.com



Sales Rep Name: Dan Chiesa

Sales Rep Email: dan.chiesa@schoolspecialty.com

Sales Rep Phone:

Bill To: SACRAMENTO CITY UNIFIED SCHOOL DST

5735 47TH AVE

SACRAMENTO, CA 95824-4528

Ship To: SACRAMENTO CITY UNIFIED SCHOOL DST

5735 47TH AVE




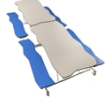

SACRAMENTO, CA 95824-4528

Lift Gate Truck Required:

Inside Delivery:

Installation: By School Specialty

Notes:

Quantity	SSL Item	Customer Item #	MFG Item	Image	Item Description	Your Price	Extended Price
3	1441009		NLTBRN D60- ?CH1??L ??X		TABLE - CLASSROOM SELECT CAFETERIA - MOBILE WITH BENCHES - 60 ROUND - LAMINATE TOP - CHROME FRAME - MDF CORE - BLACK LOCKEDGE - SPECIFY TOP COLOR - SPECIFY BENCH COLOR - SPECIFY TABLE HEIGHT	\$2,187.20	\$6,561.60
16	1496385		DN4CM CHA?XX C		CHAIR - CLASSROOM SELECT - NEOCLASS FOUR LEG CASTER - SOFT PLASTIC SHELL 18 - CHROME FRAME - SPECIFY SHELL COLOR	\$104.54	\$1,672.64
16	1597928		DNSHZC HZ?XXN		CHAIR - CLASSROOM SELECT - HD NEOCLASS BISTRO 30 INCH - SOFT PLASTIC SHELL - SPECIFY SHELL COLOR	\$104.20	\$1,667.20
6	5002729		MBTB10 - MDPECR -????		TABLE - CLASSROOM SELECT CAFETERIA - MOBILE WIGGLE TABLE W/ BENCHES - 10 FT WIGGLE TOP - CHROME FRAME - MDF CORE - BLACK LOCKEDGE - SPECIFY TOP COLOR - SPECIFY BENCH COLOR	\$2,285.18	\$13,711.08
2	5004674		DAAKE3 618???? TTJ		CLASSROOM SELECT - COFFEE TABLE - 36 W X 18 D IN OVAL TOP - TITANIUM BASE - LAMINATE TOP - SPECIFY TOP COLOR - SPECIFY EDGE COLOR	\$141.34	\$282.68
1			F123- 72X18X2 5-G GR1		SOFA BOOMERANG 72LX18WX25H WITH GLIDES SEAT FINISH ABBEY GREEN SIDE FINISH ABBEY MARLIN BACK FINISH ABBEY ORANGE	\$2,230.79	\$2,230.79
1			F123- 72X18X2 5-G GR1		SOFA BOOMERANG 72LX18WX25H WITH GLIDES SEAT FINISH ABBEY GREEN SIDE FINISH ABBEY MARLIN BACK FINISH ABBEY ORANGE	\$2,230.79	\$2,230.79
1			F123- 72X18X2 5-G GR1		SOFA BOOMERANG 72LX18WX25H WITH GLIDES SEAT FINISH ABBEY ORANGE SIDE FINISH ABBEY GREEN BACK FINISH ABBEY MARLIN	\$2,230.79	\$2,230.79
6			650- B2B/2F O/COB		BANQUETTE VERONA 48IN BACK TO BACK GR 8 BACK MOMENTUM ARCHER AZUL SEAT MOMENTUM ENDURANCE LAPIS SURROUND LAM WILD CHERRY	\$6,804.99	\$40,829.94

Quantity	SSL Item	Customer Item #	MFG Item	Image	Item Description	Your Price	Extended Price
4			650		BANQUETTE VERONA 48 WIDE GR 8 BACK FABRIC MOMENTUM ARCHER AZUL SEAT FABRIC MOMENTUM ENDURANCE LAPIS SURROUND LAMINATE WILD CHERRY	\$3,604.93	\$14,419.72
4			CAYH36 D.3A.W C.SF.BA		TABLE CAYMAN BAR HEIGHT 36IN DIA 3MM EDGE WILD CHERRY BRUSHED ALUMINUM	\$694.64	\$2,778.56
8			COR244 8.3MM. WC.SF.B A		TABLE CORSA RECTANGLE CAFE 24X48 3MM EDGE WILD CHERRY 2 BASES BRUSHED ALUMINIUM	\$763.55	\$6,108.40
2			COR36D .3A.WC. SF.BA		TABLE CORSA ROUND CAFE 36IN DIA 3MM EDGE WILD CHERRY BRUSHED ALUMINUM	\$619.63	\$1,239.26
2			338721- 0		MEDIA CENTER KIT SOFT SEATING SEATS 5 TABLES SEATS 6 2 TABLES 27X85 1 TABLE 24X63 SOFT SEATING QTY 3	\$16,693.63	\$33,387.26
1	INSTALL				INSTALLATION CHARGES <i>Notes: INSTALLATION DOES NOT INCLUDE THE ACCOUSTICAL PANELS</i>	\$8,855.00	\$8,855.00

Subtotal	\$138,205.71
Estimated Taxes	\$11,318.19
Shipping & Handling	\$0.00
Total	\$149,523.90

Accept this quote by sending back your purchase order number or signing it electronically. For orders over \$5,000.00, please submit a hard copy of your Purchase Order.

Prices subject to change until all finish selections have been completed. Order will not be placed until all finish options are selected.

Signature:

Name:

Date:

Purchase Order Number:

Pack Slip Notes:

Vendor Id	Vendor	21-22 REQ #	21-22 total Spent	22-23 Req		In ESCAPE
				Amount	2023 REQ #	
313542	ACCESS LANGUAGE CONNECTION INC	S22-00004	\$879,696	\$1,000,000	S23-00001	Yes
125900	ACTION SUPPORTIVE CARE SERVICE	S22-00005	\$1,350,035	\$1,500,000	S23-00002	Yes
001680	ALDAR ACADEMY CORP	S22-00007	\$825,850	\$1,000,000	S23-00003	Yes
110100	ALWAYS HOME NURSING SERVICES	S22-00008	\$0	\$16,000	S23-00004	Yes
314427	AMERICAN RIVER SPEECH THERAPY	S22-00009	\$0	\$6,000	S23-00005	Yes
106558	APPLIED BEHAVIOR CONSULTANTS IN	S22-00010	\$698,661	\$1,400,000	S23-00006	Yes
106558	APPLIED BEHAVIOR CONSULTANTS IN	S22-00069	\$0	\$50,000	S23-00007	Yes
315870	BEACH CITIES LEARNING LLC	S22-00066	\$38,234	\$45,000	S23-00008	Yes
314473	CAPITAL KIDS OCCUPATIONAL THERAPI	S22-00064		\$5,000	S23-00009	Yes
310268	CAPITOL ACADEMY INC	S22-00012	\$673,338	\$800,000	S23-00010	Yes
313081	CAPITOL ELEMENTARY, INC.	S22-00013	\$402,233	\$550,000	S23-00011	Yes
315901	CAPITOL SPEECH & REHABILITATION S	S22-00067	\$290,080	\$400,000	S23-00012	Yes
129823	CAPUCHINO THERAPY GROUP	S22-00014	\$0	\$16,000	S23-00013	Yes
314862	CARE INC	S22-00015	\$67,348	\$90,000	S23-00014	Yes
125793	CAROLYN M. ECKER, OTR/L	S22-00017	\$4,568	\$14,000	S23-00015	Yes
120589	CCHAT CENTER-SACRAMENTO	S22-00016	\$28,836	\$45,000	S23-00016	Yes
127147	CENTER FOR AUTISM & RELATED DIS	S22-00018	\$0	\$50,000	S23-00017	Yes
315222	CHANGE ACADEMY AT LAKE OZARKS	S22-00063	\$0	\$185,000	S23-00018	Yes
315762	CHARTWELL SCHOOL	S22-00057	\$33,847	\$50,000	S23-00019	Yes
315938	DISCOVERY RANCH	S22-00068	\$164,037	\$200,000	S23-00020	Yes
315646	DISCOVERY CONNECTIONS	S22-00056	\$43,315	\$150,000	S23-00021	Yes
100394	EASTER SEALS SUPERIOR CA	S22-00019	\$31,370	\$100,000	S23-00022	Yes
315263	ED SUPPORTS LLC dba JUVO	S22-00051	\$243,490	\$300,000	S23-00023	Yes
120289	GIVING TREE PRESCHOOL ADVANCE K	S22-00020	\$192,050	\$220,000	S23-00024	Yes
315774	GLOBAL THERAPY	S22-00001	\$434,804	\$651,340	S23-00025	Yes
312286	GROWING HEALTHY CHILDREN THERA	S22-00048	\$1,164,052	\$1,500,000	S23-00026	Yes
130962	HEAR SAY SPEECH & LANGUAGE SERV	S22-00021	\$45,790	\$100,000	S23-00027	Yes
128858	JABBERGYM INC	S22-00022	\$3,254,976	\$4,000,000	S23-00028	Yes
128858	JABBERGYM, INC	S22-00023	\$64,549	\$160,000	S23-00029	Yes
310723	JANE JOHNSON SPEECH THERAPY	S22-00024	\$57,606	\$80,000	S23-00030	Yes
315370	KADIANT LLC	S22-00011	\$92,199	\$105,000	S23-00031	Yes
315370	KADIANT LLC	S22-00026	\$1,594,167	\$2,000,000	S23-00032	Yes
308852	LAGUNA PHYSICAL THERAPY & HAND I	S22-00025	\$300,390	\$350,000	S23-00033	Yes
122750	LEARNING SOLUTIONS	S22-00027	\$3,899,384	\$6,000,000	S23-00034	Yes
309138	LOGAN RIVER ACADEMY LLC	S22-00062	\$179,516	\$250,000	S23-00035	Yes
108282	MAXIM HEALTHCARE STAFFING SERVI	S22-00049	\$218,769	\$500,000	S23-00036	Yes
314875	MUSIC TO GROW ON MUSIC THERAPY	S22-00028	\$124,449	\$150,000	S23-00037	Yes
119646	NORTHERN CALIFORNIA CHILDRENS T	S22-00030	\$81,235	\$140,000	S23-00038	Yes
104839	NORTHERN CALIFORNIA PREPARATOR	S22-00029	\$256,942	\$600,000	S23-00039	Yes
311063	NORTHERN CALIFORNIA REHAB INC	S22-00031	\$428,647	\$450,000	S23-00040	Yes
124145	OCCUPATIONAL THERAPY FOR CHILD	S22-00032	\$78,351	\$150,000	S23-00041	Yes
116738	ODYSSEY LEARNING CENTER	S22-00033	\$674,865	\$880,000	S23-00042	Yes
315371	OPPORTUNITY ACRES	S22-00054	\$49,731	\$60,000	S23-00043	Yes
127505	PACIFIC AUTISM LEARNING SERVICES	S22-00034	\$87,356	\$150,000	S23-00044	Yes
130865	POINT QUEST EDUCATION INC	S22-00036	\$1,927,309	\$2,500,000	S23-00045	Yes
310513	POINT QUEST PEDIATRICS THERAPIES	S22-00037	\$803,554	\$1,500,000	S23-00046	Yes
316079	POSITIVE BEHAVIOR SUPPORTS COF	S22-00071	\$42,160	\$750,000	S23-00047	Yes
315781	PRESENCELEARNING INC	S22-00002	\$0	\$360,000	S23-00048	Yes
126132	PROFESSIONAL TUTORS OF AMERICA	S22-00035	\$2,500	\$10,000	S23-00049	Yes
315676	REYN FRANCA SCHOOL	S22-00061	\$0	\$40,000	S23-00050	Yes
311890	SIERRA FOOTHILLS ACADEMY	S22-00039	\$139,858	\$200,000	S23-00051	Yes
080460	SIERRA SCHOOLS INC LOWER	S22-00060	\$1,028,521	\$1,500,000	S23-00052	Yes
080460	SIERRA SCHOOLS INC UPPER	S22-00059	\$541,531	\$880,000	S23-00053	Yes
124465	SPEECH PATHOLOGY GROUP INC	S22-00041	\$5,567,180	\$6,500,000	S23-00054	Yes
108126	SUMMITVIEW CHILD & FAMILY SERVI	S22-00052	\$0	\$50,000	S23-00055	Yes
002973	SUPPORTED LIFE INSTITUTE	S22-00042	\$1,988	\$8,800	S23-00056	Yes
315772	TALKPATH LIVE	S22-00003	\$0	\$330,000	S23-00057	Yes
108382	THE MUSIC WORKS	S22-00043	\$2,700	\$8,000	S23-00058	Yes
313960	THERAPEUTIC LANGUAGE CLINIC	S22-00044	\$29,773	\$45,000	S23-00059	Yes
130806	THERAPEUTIC PATHWAYS INC	S22-00045	\$196,616	\$280,000	S23-00060	Yes
309789	THERAPLAY INC	S22-00046	\$0	\$60,000	S23-00061	Yes
314605	TLC CHILD & FAMILY SERVICES	S22-00047	\$10,484	\$100,000	S23-00062	Yes
316167	MOUNTAIN VALLEY CHILD & FAMILY SE	S22-00072	\$11,795	\$50,000	S23-00063	Yes
314333	SCHOOL STEPS INC	S21-00070	\$210,325	\$300,000	S23-00064	Yes

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**MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2022-2023**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Sacramento City Unified School District, hereinafter referred to as the local educational agency (“LEA”) and «NonPublic_Agency» (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as “NPS/A” or “CONTRACTOR,” for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). Sacramento City Unified School District is the only LEA in Sacramento City Unified School District SELPA (hereinafter referred to as “SELPA”). It is understood that this Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student, unless otherwise agreed by LEA and CONTRACTOR. These forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the LEA student’s Individualized Education Program (hereinafter referred to as “IEP”). LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is ordered pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and Parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code,

section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of the State of California, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to CDE any violations of the provisions of this Contract; and that this may result in the suspension and/or revocation of CDE NPA/S certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2022 to June 30, 2023, unless otherwise stated. (California Code of Regulations, tit. 5, § 3062(a).) Neither CONTRACTOR nor LEA is required to renew this Contract

in subsequent contract years. The parties acknowledge that any subsequent Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Contract will remain in effect for 90 days. (California Code of Regulations, tit. 5, § 3062(d).) No Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Contract to CONTRACTOR is at the sole discretion of LEA.

The provisions of this Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA Procedures from time to time without the consent of CONTRACTOR

CONTRACTOR shall provide LEA with information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Contract will be issued. If CONTRACTOR does not return the Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program/services provided under this Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the Parent and LEA. At any time during the term of this Contract, a Parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Contract, CONTRACTOR shall provide all services specified in the IEP unless CONTRACTOR and LEA agree otherwise in the ISA. (California Education Code §56366(a)(5) and

California Code of Regulations, tit. 5, § 3062(e).) In the event CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by CONTRACTOR.

If a Parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of the State of California and federal law unless the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting (“IAES”) is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Contract may be appealed to the Sacramento County Superintendent of Schools or the California State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency (“NPS/A”) certified by the California Department of Education (“CDE”), and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and State of California certification, licensing, registration, or other comparable requirements which apply to the area in which the person is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and California Education Code section 56366.1(n)(1), and adheres to the standards of professional practice established in federal and State of California law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by State laws or regulations. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term “license” means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California licensing office authorized

to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to, mental health and board and care services at a residential placement. If a license is not available through an appropriate State of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(I).

- f. “Parent” means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a foster parent if the authority of the biological or adoptive parents to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (b)(2),
 - iii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iv. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code §56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which an LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by State and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Contract. For purposes of this Contract, “records” shall include, but not be limited

to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the LEA student's records by: (a) the LEA student's Parent; (b) an individual to whom written consent has been executed by the LEA student's Parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to LEA student records. For purposes of this Section, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the LEA student's Parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with Parent requests for copies of LEA student records, as required by State of California and federal laws and regulations. CONTRACTOR agrees, in the event of NPS/A closure, to forward all LEA student records held by CONTRACTOR within ten (10) business days to LEA. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA of any change of ownership or corporate control within ten (10) business days of such change.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Contract or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

If no owned automobiles, then only hired and non-owned is required. If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Sexual Abuse and Molestation Insurance**

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of five million dollars (\$5,000,000) per occurrence.

- E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

- F. For all Insurance Coverage in Part I:**

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

- G. All Certificates of Insurance** must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Coverage** with limits of \$1,000,000 Combined Single Limit per Occurrence if the NPS/RTC does not operate a student bus service. If the NPS/RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice Coverage** with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$5,000,000 per occurrence.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it

(excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by LEA. All endorsements are to be received and approved by LEA before the subcontractor’s work commences.

The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a Parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred sixty-five (365) days prior to executing this Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request Parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute good cause for termination of this Contract.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age,

marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by federal or State law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code § 12940 *et seq.*)

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If an LEA student’s services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the LEA student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student’s enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student’s IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student’s Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the LEA student’s Parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by the LEA student’s Parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning Parent acknowledgment of financial responsibility. Voluntary services and/or activities not necessary for the student to receive a FAPE shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA student’s IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student’s IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by LEA; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs;

(d) career preparation and vocational training, consistent with transition plans pursuant to State and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a Parent or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORS providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that California Education Code prescribes for LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA CONTRACTOR.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

When CONTRACTOR is a NPS:

CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each LEA student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the prior written approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a NPA:

CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise in writing before delivery of any NPA services. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any services provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

LEA shall provide CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing (see Exhibit D), attendance reports (see Exhibit E) and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA Procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration

of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA Procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code sections 49005, *et seq.*, 56521.1, and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the State and federal law and implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and

provide training to all employees regarding the policy. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. (Ed. Code 56366.10(f).) CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire or upon LEA request.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systemic behavioral interventions, the use of emergency interventions, CONTRACTOR shall immediately complete a BER when an emergency intervention is used on an LEA student. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Each BER completed by CONTRACTOR shall be maintained in the file of the LEA student and submitted to LEA within twenty-four (24) hours for administrative action. Each BER shall include all of the following: (1) the name and age of the LEA student; (2) the setting and location of the incident; (3) the name of the staff or other persons involved; (4) a description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) details of any injuries sustained by an LEA student or others, including staff, as a result of the incident.

If an emergency intervention is used, CONTRACTOR shall notify LEA, the student's Parent, and residential care provider, if appropriate, within twenty-four (24) hours via telephone. In addition, and consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a BIP, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment ("FBA"), and to determine the necessity for an interim plan. If assessment is not proposed and/or if the IEP team determines that an interim plan is determined not to be necessary, the IEP team shall document the reasons for not conducting a FBA, not developing an interim plan, or both. If a BER is written regarding an LEA student who has a BIP, the behavior emergency involves a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, the designated responsible LEA administrator shall, within two days, coordinate with CONTRACTOR to schedule an IEP team meeting to review and determine if the incident constitutes a need to modify the student's BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed

to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; or (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed behavior intervention is ineffective, that may require an IEP team meeting.

CONTRACTOR shall review and revise all restraint practices when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's Parent when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of CONTRACTOR's restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a Parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify to LEA that (a) CONTRACTOR has reviewed the BERs for each LEA student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each LEA student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to LEA students or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior; and (d) BERs have been properly completed and timely forwarded to LEA as required by this Contract.

Failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the student's name, grade, race, ethnicity, and gender; the time, date, and description of the misconduct; the disciplinary action taken by

CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the student. LEA shall notify and invite CONTRACTOR representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA Procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student dis-enrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA student is entitled to remain in the last agreed upon and implemented placement unless Parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections [1414-1482](#) and 34 C.F.R. sections [300.1-](#)

300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other State and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/ISA.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include annually notifying and providing Parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy, California Education Code section 231.5; (4) Title IX Student Grievance Procedure pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 *et seq.* CONTRACTOR shall include verification of these procedures to LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to Parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at CONTRACTOR's place of business.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, including but not limited to log sheets, chart notes, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the LEA student's present levels of

performance at the IEP team meeting as required by State and federal laws and regulations and pursuant to LEA Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any meetings. It is understood that all billable hours are limited to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive, and submit such transcripts on LEA-approved forms to the LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA, the names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge or should reasonably have had knowledge of an LEA student's change of residence and CONTRACTOR fails to follow the procedures specified in this section, LEA shall not be responsible for the costs of services delivered following the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a Parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that Parents obtain prior written authorization for therapeutic visits from CONTRACTOR and LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all Parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to parents, both verbal and written.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 48853, 56155 *et seq.*, 56366(a)(2)(C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858 (2004), AB 490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and as set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000 *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. CONTRACTOR shall also provide LEA with a copy of the student's current IEP.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and Parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened by LEA for the student, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's Parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of California shall be certified or licensed by that state to provide, respectively,

special education and related services and designated instruction and related services to students under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will interact with LEA pupils outside the immediate supervision and control of the student's Parent or an LEA employee shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, it's state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks

and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state where it is located to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 Clearance Requirements and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS and a LEA student's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a LEA student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause for LEA to terminate this Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one Parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the Parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to Parents, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, 49406, and Health and Safety Code section 121545(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a LEA student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Bloodborne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

See also the Health and Safety Addendum to Master Contract 2022-23 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, State, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4). To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement from CONTRACTOR acknowledging the legal requirements of such

reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and State law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 *et seq.* A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the NPS/A has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA Procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade).

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Contract and for a period of five (5) years thereafter.

CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on the LEA form provided in Exhibit D, with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the individual's licensing and credentials; approved cost of each invoice; total for each service, subtotal for each type of service and total for the monthly invoice; date invoice was mailed; signature of NPS/A administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided. In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any

other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Contract may be appealed to the Sacramento County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or

any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in a LEA student's IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.
- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students . CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate. .
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. CONTRACTOR shall, at no cost to LEA, provide assistance for

such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format. Such access shall also include unannounced inspections by LEA.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and federal law, and the codes and charges for such educational and/or related services during the term of this Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and
- (b) CONTRACTOR and any of its shareholders, partners, or executive officers have not, within a three-

year period preceding this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, any state or local government contract or subcontract; violation of federal or any state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR
«NonPublic_Agency»

LEA
Sacramento City Unified School District

By: _____
«Master_Contract_Signer» Date
«Signer_Title»

By: _____
Rose Ramos Date
Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

«Master_Contract_Signer», «Signer_Title»
«NonPublic_Agency»
«Address»
«City_State__Zip»

P: «Phone_» F: «Fax_»
Email: «Email_Address»

Notices to LEA shall be addressed to:

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: «NonPublic_Agency»

CDS NUMBER:

Maximum Contract Amount: See Purchase Order PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____
Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900)	_____	_____
«Service_1»; «Service_2»; «Service_3»; «Service_4»; «Service_5»;	_____	_____
«Service_6»; «Service_7»; «Service_8»; «Service_9»; «Service_10»	_____	_____

EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (____) (____) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): _____ Daily Rate: _____

Estimated # of Days x **Daily Rate** = **Projected Basic Education Costs**

B. RELATED SERVICES

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

EXHIBIT C: HEALTH AND SAFETY ADDENDUM

1. Contractor shall comply with any and all local, federal, and/or state guidelines and/or regulations regarding workplace health and safety, including but not limited to any guidelines or regulations regarding the COVID-19 pandemic, and Contractor shall be solely responsible for implementing any and all requirements imposed by such local, federal, and/or state guidelines and/or regulations. Contractor acknowledges and agrees that LEA, at its sole discretion, may impose additional requirements on all Contractors and their employees and/or subcontractors while they are present on LEA sites and/or property or during any interactions with LEA staff and students to comply with applicable regulations related workplace health and safety and/or to further LEA's efforts to provide a safe environment on its property. Contractor shall comply with any such additional LEA requirements. Contractor will, at its own cost and expense, review, follow, implement, and monitor safety and health measures as part of LEA's health and safety plans, policies and procedures and/or local, federal and/or state guidelines and regulations, including but not limited to vaccinations, testing, social distancing, face coverings, and sanitation.
2. Contractor's responsibility for the Clearance Requirements identified in Section 44 of the Master Contract extends to all of its employees, subcontractors, volunteers, employees of subcontractors, and anyone acting on behalf of Contractor who comes into contact with LEA students and/or staff regardless of whether they are designated as employees or as acting as independent contractors of the Contractor.
3. Contractor recognizes that there is presently an element of risk of COVID-19 transmission inherent in visiting public spaces, such as LEA's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that LEA cannot ensure the safety of Contractor or any of its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor from the risks of COVID-19 or other related or similar pandemics. Contractor has reviewed and understands the risks reflected in the local, state, and federal alerts, guidelines, and regulations. Contractor assumes all risks, known and unknown to it, its employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement, including risks related to COVID-19. Contractor assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses incurred by Contractor, Contractor's employees, subcontractors, volunteers, employees of subcontractors, or anyone acting on behalf of Contractor arising from Contractor's provision of services pursuant to this Agreement.
4. Pursuant to the indemnification requirements in this Agreement, Contractor shall indemnify, hold harmless, and defend LEA from any damage, harm, or claim arising from Contractor's compliance or lack of compliance, with the requirements set forth in this Addendum. Additionally, if Contractor does not comply with any requirement set forth in this Addendum, then LEA may terminate this Agreement immediately, and Contractor shall be solely responsible for any and all associated costs, harm, or damage, incurred by LEA related to this breach.

5. In the event any provision or part of this Addendum is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

EXHIBIT D: INVOICE (NPA)



Invoice #:
Invoice Date:
PO #:
Month of Service:

BILL TO: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
SEND INVOICE TO: SPED-Invoices@scusd.edu

REMIT TO	Contact Name:
NPA:	Email:
Address:	Phone/Fax:
City/ST/Zip:	

SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -

SERVICE TYPE: (ex. Physical Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				RPT		
				PTA		
SUBTOTAL						\$ -
TOTAL						\$ -

NPA Administrator's Signature:

DATE: _____

**Authorized NPA Signature- The signature of a nonpublic agency official certifies under penalty of perjury that the above and attached information is true and correct.*

EXHIBIT D: INVOICE (NPS)



Invoice #
Invoice Date
PO #
Month of Service

BILL TO: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

SEND INVOICE TO: SPED-Invoices@scusd.edu

REMIT TO NPs: Address: City/ST/Zip:	Contact Name: Email: Phone/Fax:
--	--

ATTENDANCE:

STUDENT NAME	NPS SITE CASE MANAGER	# DAYS	COST
SUBTOTAL			\$ -

RELATED SERVICE TYPE: (ex. Speech)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				SLP		
				SLPA		
SUBTOTAL						\$ -

RELATED SERVICE TYPE: (ex. Occupational Therapy)

SERVICE DATE	DURATION	STUDENT NAME	CLINICIAN	CLINICIAN TYPE	RATE	COST
				OTR		
				COTA		
SUBTOTAL						\$ -
TOTAL						\$ -

NPS Administrator's Signature: _____ **DATE:** _____

**Authorized NPS Signature- The signature of a nonpublic school official certifies under penalty of perjury that the above and attached information is true and correct. Attachments include: Daily Attendance Records, Related Service Records, and Absence Notes.*

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
LANDMARK CONSTRUCTION**

This Amendment No. 1 to the Facilities Lease (“[First] Amendment”) is made and entered into this 8th day of September, 2022 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and Landmark Construction (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated May 19, 2022, pertaining to the John F. Kennedy C-Wing HVAC Replacement (“Project”) at John F. Kennedy High School, located at 6715 Gloria Drive Sacramento, CA 95831, (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

2. The Construction Schedule, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.

3. The Schedule of Values, which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.

4. Page 15, SubParagraph 11.1.2 Contract Time/Construction Schedule, which is attached hereto as **Attachment “4”** and incorporated herein by this reference, is hereby approved by the District and hereby replaces Page 15, SubParagraph 11.1.2 to the Facilities Lease.

5. Skilled and Trained Workforce language and Certification, which is attached hereto as **Attachment “5”** and incorporated herein by this reference, is hereby approved by the District and hereby is added to the Facilities Lease.

6. The Project Labor Agreement (PLA) approved by Board June 9, 2022, which is attached hereto as **Attachment “6”** and incorporated herein by this

reference, is hereby approved by the District and hereby replaces Exhibit H (Project Labor Agreement) to the Facilities Lease.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. _ to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____ 2022

Dated: _____, 20__

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

LANDMARK CONSTRUCTION

By: _____

By: _____

Name: Rose Ramos

Name: _____

Title: CBO

Title: _____

ATTACHMENT 1

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

- 2.1.3.1** Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.
- 2.1.3.2** Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.
- 2.1.3.3** Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 2.1.3.4** Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.
- 2.1.3.5** Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.
- 2.1.3.6** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.
- 2.1.3.7** Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by

Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

- 2.1.3.8** Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.
- 2.1.3.9** Costs of that portion of the reasonable travel, parking and subsistence expenses of Developer's personnel incurred while traveling and discharging duties connected with the Work.
- 2.1.3.10** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
Repair/Sealing of Existing Ductwork	\$ 5,000.00
Repair Existing Pipe Insulation	\$ 5,000.00
Demo Existing Drywall Substrate at Parapit (No Abatement)	\$ 10,000.00
Replace Plywood Substrate at Parapit (72 Sheets Total)	\$ 20,000.00
Canopy Beam Repair (20 locations)	\$ 75,348.00
HVAC Escalation	\$ 76,000.00
Additional Roof Replacement (Approx. 3,000 SF @ \$22/SF.)	\$ 66,000.00
Total Allowance Amount	\$257,348.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

- 2.1.5.1** Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.
- 2.1.5.2** Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.
- 2.1.5.3** Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.
- 2.1.5.4** Fees of laboratories for tests required by the Contract Documents.
- 2.1.5.5** Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.
- 2.1.5.6** Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.
- 2.1.5.7** Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.
- 2.1.5.8** Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.
- 2.1.5.9** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.
- 2.1.5.10** Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and

only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

- 2.1.6.1** Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.
- 2.1.6.2** Expenses of Developer's principal office and offices other than the Project Field Office.
- 2.1.6.3** Overhead and general expenses, except as may be expressly included in this Section 2.
- 2.1.6.4** Developer's capital expenses, including interest on Developer's capital employed for the Work.
- 2.1.6.5** Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Five point Five percent (5.5%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of One Point Nine percent (1.9%) of the Cost of the Work for insurance and One Point Nine percent (1.9%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

- 2.1.9.1** The Guaranteed Maximum Price includes a Contingency of Ten percent (10%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.
- 2.1.9.2** The Contingency is not intended for such things as scope changes.
- 2.1.9.3** The Contingency shall not be used without the agreement of the District.
- 2.1.9.4** The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in

Attachment 2 to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

- 4.4.1** The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- 4.4.2** Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.
- 4.4.3** The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.
- 4.4.4** The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.
- 4.4.5** Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

- 5.1** If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").
- 5.2** District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this

Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

- 5.3** Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]



August 24, 2022

Brendin Swanson
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

RE: SCUSD John F. Kennedy HS Building C HVAC and Reroof Project GMP Cover Letter

Brendin,

Thank you for the opportunity to partner with the District on this impactful project. We are pleased to present our Guaranteed Maximum Price (GMP) of \$5,270,688 for the SCUSD John F. Kennedy HS C-Wing Replacement Project.

The GMP is based upon the work shown on the plans and specifications approved by DSA July 8, 2022, Landmark Bid Addendum A dated July 6, 2022 and Landmark Bid Addendum B dated July 12, 2022. The proposed schedule for this project is 6/19/2023 through 8/25/2023, with procurement beginning immediately.

The GMP consists of the following:

- Direct Cost of Work, incl. General Conditions & General Requirements -----	\$4,219,642
- Fee (5.5%)-----	\$250,667
- Bonds & Insurance (1.88%) -----	\$87,273
- Owner Contingency (5%) -----	\$227,879
- Contractor Contingency (5%)-----	\$227,879
- Allowances -----	\$257,348
• Repair/Sealing of Existing Ductwork	• Replace Plywood Substrate at Parapet
• Repair Existing Pipe Insulation	• Canopy Beam Repair
• Demo Existing Drywall Substrate at Parapet	• HVAC Escalation - Carrier
	• Additional Roof Replacement

Total GMP ----- \$5,270,688

For additional detail and a complete list of clarifications, please refer to our GMP worksheet.

Regards,

Kevin Brennan, President
Landmark Construction

Exhibit C - ATTACHMENT 1 - General Conditions Costs

SCUSD							18-Jul-22
JFK HVAC Replacement and Reroofing							
					Landmark months	6.00	
			Qty/Unit	Hourly or Unit Cost	Monthly Rate	Usage	Cost
Division 00 - Bidding Requirements							
00 31 32	Geotechnical Data						
Division 01 - General Requirements							
01 11 00	Summary of Work						
01 11 16	Work by District						
01 21 00	Allowances						
01 22 00	Unit Prices						
01 31 19	Project Meetings						
01 32 16	Construction Schedule - Network Analysis						
01 32 34	Construction Camera System						
01 33 00	Submittals						
01 35 13	Special Requirements - DSA projects						
01 45 00	Quality Control						
01 50 00	Temporary Facilities and Controls	temp office & bins: LMC			1,200	100%	7,200
	Temporary Facilities	temp office: Owner			1,200	0%	0
	Phones, Data, Software, Computers, Copiers				1,000	100%	6,000
	Temporary Toilets	6 toilets and 4 wash stations			1,400	100%	8,400
	Temporary Water, Power, Lighting	Direct Cost of Construction			0	0%	See GMP
	Temp Power Distribution - boxes & bologna cords	Direct Cost of Construction			0	0%	See GMP
	Temp Fence (Lineal Feet)		1,500	4	1,000	100%	6,000
	Security Services				335	100%	2,010
	Scaffolding						see GMP
	Shrink Wrap						not incl
	Temporary Tree and Plant Protection						see GMP
	SWPPP	Not Included					
	Temporary Heat						see GMP
01 58 13	Temporary Project Signage						
01 73 29	Cutting and Patching						
01 74 00	Protection and Cleaning						
01 74 19	Demolition Waste Management						
01 78 00	Closeout Submittals	Additional Closeout Time PM/PE	2 weeks	88	15,175	0%	0
	Warranties						see GMP
	Record Documents						500
01 79 00	Demonstration and Training						
01 81 13	Project Sustainability Requirements						
01 91 13	Commissioning Requirements						
	Allowances Required						see GMP
	Pre-Construction Expenses						see pre-con est
	Plans & Specs				300	0%	0
	Superintendent			132.80	23,001	100%	138,006
	Asst. Super	foreman, carpenter rate		114.26	19,790	0%	0
	Proj Mgmt			106.92	18,519	20%	22,222
	General Superintendent			150.00	25,980	5%	7,794
	Proj Director			150.00	25,980	6%	9,353
	Proj Engineer			68.31	11,831	25%	17,747
	Proj Admin			68.31	11,831	5%	3,549
	Safety	Audits, Equipment, Training			500	50%	1,500
	Progress Cleaning						see GMP
	Dumpsters						see GMP
	Final Clean						see GMP
	Utility Locating						see GMP
	Apartment / Travel / etc.				6,000	0%	0



General Conditions Total		230,530
Project Total	\$ 5,106,493	4.514%

Bid Work Sheet

Exhibit C - Attachment 2

Guaranteed Maximum Price

Owner: SCUSD JFK HVAC Replacement and Reroofing Bid Date: 07/18/22 2:00 PM LD's \$ 1,500 Delta
 Owner Rep: Kitchell **Rev 18** Duration: 6.0 Owner Months Owner Est
 Architect: HMC Duration: 6.0 Landmark Months Total Area: 22,695 SF

DIVISION	DESCRIPTION	NOTES	Qty	Units	Unit Price	Subcontractor	Labor			Materials	Equipment	Total
							Man/Hrs.	\$/Hr	Total			
DIVISION 1	General Conditions					230,530						230,530
DIVISION 2	Existing Conditions											-
02 41 19	Selective Demolition	1st Floor Soft Demo	1	LMC		-	42	\$ 77	3,232			3,232
	Asbestos Abatement - C103/C104,C108-C111 3200SF	Pals	1	Sub		26,368						26,368
	Asbestos Abatement - Flue Chase Demo	Pals	1	Sub		6,987						6,987
	Dumpsters	LMC	3	mo						3,750		3,750
	Progress Cleaning	LMC	3	mo			103	\$ 77	7,941			7,941
	Roof Access - Stair Tower	Brand/Safeway	3	Mo							13,276	13,276
	Scaffold for Exterior HVAC Work	Brand/Safeway	1	Mo							5,950	5,950
	X-ray for Concrete Coring	X-ray Engineering	1	LS		2,500						2,500
	Final Cleaning	S.J. General Building Maint	1	Sub		20,400						20,400
	Temp fall Protection/Penetrations	LMC					20	\$ 104	2,073	1,000		3,073
	Remove and Replace Fence for Crane Access	LMC					40	\$ 104	4,146	1,000		5,146
	LMC Forklift/Scissor Lift		1	is		10,000						10,000
DIVISION 5	METALS											-
05 12 00	Structural Steel Framing	Capital Iron Works				-						-
05 50 00	Metal Fabrication	Capital Iron Works	1	sub		51,680						51,680
	Bent PI Beams	3/S2.02	1	Sub		incl						-
	Pipe Stanchions	1/S2.02	1	Sub		incl						-
	Channels at Condensing Units	2/S2.02	1	Sub		incl						-
05 51 33	Metal Ladders	NIC										-
	Layout & Coordination	LMC	1	ls			20	\$ 104	2,073			2,073
DIVISION 6	CARPENTRY											-
	Replace Plywood at Parapit	See Allowance										-
DIVISION 7	THERMAL AND MOISTURE PROTECTION											-
07 21 00	Preparation for Re-Roofing					-						-
07 54 19	Polyvinyl-Chloride (PVC/TPA) Roofing	WA	1	Sub		589,695						589,695
	Roof Demolition	B&M Tear Off	1	Sub		103,500						103,500
07 62 00	Sheet Metal Flashings & Trim	WA	1	sub		incl						-
	Copings for Parapet	WA	1	Sub		incl						-
	Roof Hatch	B.L. Wilcox	1	EA		12,209	20	\$ 104	2,073	500	500	15,282
	Railing at Hatch	B.L. Wilcox	1	EA		incl						-
07 92 00	Joint Sealants	WA	1	Sub		incl						-
	Layout & Coordination	LMC	1	ls			20	\$ 104	2,073			2,073
DIVISION 8	OPENINGS											-
No Spec	Louvers	DDK Mechanical				incl						-
	Remove Existing Glazing/Prep For Louver	LMC	4	Ea			16	\$ 104	1,658			1,658
DIVISION 9	FINISHES											-
09 90 00	Painting Interior & Exterior	Applied Finishes	1	Sub		23,028						23,028
	Misc Wall Patch	M1.22	1	Sub		incl						-
	Access panels	None Indicated;None included				NIC						-
	Gas Pipe Painting	Applied Finishes	1	Sub		incl						-
	Patch Wall Surfaces at 1st Floor Demo	LMC	1	LMC			30	\$ 104	3,109	150		3,259
	Remove and Replace Ceiling for Roof Supports	1/E0.02	1	LMC			40	\$ 104	4,146	150		4,296
	Remove and Replace T-bar Ceiling for Furnaces	M1.20	3,000	SF	\$ 5.00	15,000						15,000
	Remove and Replace Ceiling Tiles for Duct Cleaning	LMC					80	\$ 104	8,320	150		8,470
	Replace Ceiling Tiles - C103/C104,C108-C111 (3200SF)	Cemco	1	Sub		15,000						15,000
	Patch Walls for Flue Removal	LMC	4	Locations			40	\$ 104	4,146	200		4,346
	Remove and Replace Ceilings for Linear Diff	2nd & 3rd Floor	13	Locations			80	\$ 104	8,291	250		8,541
	Reverse Swing at Door RM C109	LMC	1	EA			10	\$ 104	1,036	100		1,136
DIVISION 22	PLUMBING											-
22 00 50	Basic Plumbing Material & Methods	J.W. McClenahan	1	Sub		295,717						295,717
	Gas Pipe and Condensate Demo	J.W. McClenahan	1	Sub		incl						-
	Condensates & Bldg Gas Piping	J.W. McClenahan	1	Sub		incl						-
22 10 00	Plumbing Piping Systems	J.W. McClenahan	1	Sub		incl						-
	Layout & Coordination	LMC	1	LS			30	\$ 104	3,109			3,109
DIVISION 23	HEATING, VENTILATION AND A/C											-
23 00 50	Basic HVAC Materials and Methods	DDK Mechanical	1	Sub		2,298,875						2,298,875
	Pretest and Balance	DDK Mechanical	1	Sub		5,692						5,692
23 05 93	Testing, Adjusting & Balancing for HVAC		1	sub		incl						-
23 08 00.13	T-24 Commissioning	NOT Included; Assist Only				NIC						-
23 09 23	Energy Management Control System		1	is		incl						-
23 80 00	Heating, Ventilating, and Air Conditions		1	is		incl						-
	Clean Existing Ducts	Quality Air Services	1	Sub		59,950						59,950
	Layout & Coordination	LMC	1	ls			40	\$ 104	4,146			4,146
DIVISION 26	ELECTRICAL											-
26 00 00	Electrical Work	Hangtown Electric	1	sub		359,818						359,818
26 05 05	Selective Demolition for Electrical		1	sub		incl						-
26 05 19	Low-Voltage Electrical Power Conductors		1	sub		incl						-
26 05 26	Grounding and Bonding for Electrical Systems		1	sub		incl						-
26 05 29	Hangers and Supports for Electrical Systems		1	sub		incl						-
26 05 33	Raceway and Boxes for Electrical Systems		1	sub		incl						-
26 05 53	Identification for Electrical Systems		1	sub		incl						-
26 24 00	Switchboards and Panelboards		1	sub		incl						-
26 27 26	Wiring Devices		1	sub		incl						-
26 28 16	Enclosed Switches		1	sub		incl						-
	Layout & Coordination	LMC	1	ls			40	\$ 104	4,146			4,146
DIVISION 28	ELECTRONIC SAFETY AND SECURITY											-
28 31 00	Fire Alarm/Life Safety	Hangtown Electric	1	Sub		incl						-
Cost Subtotals						4,126,950			65,717	3,500	23,476	4,219,642

	Bonds	0.737%	34,203
	Warranty Bond - 2 yr. Warranty	0.211%	9,810
	Insurance - Builders Risk	0.479%	22,233
	Insurance - Liability	0.453%	21,026
	ProCore	0.000%	-

ATTACHMENT 2 - Guaranteed Maximum Price

4.374% GCs				250,667
	OH & P	5.500%		4,557,581
GMP Total without contingencies				
	District Contingency	5%		227,879
	Contingency	5%		227,879
GMP Total with contingencies Owner Controlled				5,013,340
	District Allowances			257,348
GMP Total with Contingency & Allowances				5,270,688
				-
GMP Total with Contingency & Allowances - VE				5,270,688

No	Owner Controlled Allowances	
1	Repair/Sealing of Existing Ductwork	\$ 5,000
2	Repair Existing Pipe Insulation	\$ 5,000
3	Demo Existing Drywall Substrate at Parapit (No Abatement)	\$ 10,000
4	Replace Plywood Substrate at Parapit (72 Sheets Total)	\$ 20,000
5	Canopy Beam Repair (26 Locations)	\$ 75,348
6	HVAC Escalation - Carrier	\$ 76,000
7	Additional Roof Replacment(Approximately 3000SF @ \$22/SF)	\$ 66,000
Total Allowances - Not included in above Estimate		\$ 257,348

Project Specific Clarifications & Exclusions

- 1 Cost of permits are excluded.
- 2 Cost of Covid Protocols is excluded.
- 3 Sealing of Existing Ductwork is not included - See Allowances
- 4 Roof Drain Overflows - None indicated
- 5 Flushing, Testing or camera of existing plumbing lines.
- 6 Roof Ladders and Cross Over Ladders are excluded.
- 6 This GMP includes the cost of replacing the existing roof drains. Detail 13/A10.41 indicates reuse.
- 7 Carbon Monoxide Sensors are not included
- 8 Replacing Existing Floor under casework to be demolish is not included
- 9 Detail 4/M10.04 shows Combination Fire/Smoke Dampers. There are none indicated on the drawings.
- 9 We have not included the cost of cleaning up debris on top of the ceiling on the third floor that may result from the reroof tear off.
- 10 It is assumed all valves are fully operational and capable of holding pressue. No provisions have been made for non-functioal valves.
- 11 GMP assumes utilizing existing HVAC curbs. RFI 3 has been submitted requesting clarification.
- 12 We are assuming that none of the ceiling materials on the 2nd and 3rd Floor Asbestos Containing Materials.

Standard Clarifications & Exclusions

- 1 When Specifications conflict with Lease Leaseback Contract, Lease Leaseback Contract will take precedence.
- 2 If the cost of work exceeds the allowance amount included the difference will be paid out of the project contingency.
- 3 The cost of sanitizing areas as a result of a positive COVID-19 contamination will be paid out of contingency.
- 4 Contractor's percentage markups applied to Change Orders shall equal the percentage markups applied to the original GMP.
- 5 No allowances or consideration is included in the GMP for any permits, permit fees or assessments.
- 6 Security services for any portion of the site are excluded.
- 7 District is to pay for metered utilities for this project.
- 8 Utility Costs of Construction Water, Power & Gas for the duration of project is provided at no charge from Owner/District.
- 9 Excludes any Phasing, stop work or similar delays outside our immediate control.
- 10 Excludes multiple mobilizations.
- 11 Excludes Permits, Fees, Architectural, Engineering or Inspection.
- 12 Testing provided by owner.
- 13 If Valued Engineering is accepted, LMC does not ensure that the accepted scope will meet current design intent per the current plans and spec's. Substitution to be submitted, reviewed
- 14 We exclude any and all costs associated with all unforeseen conditions, including, but not limited to, unsuitable or unstable soils, existing utilities, structures, hazardous materials.
- 15 Dry rot or termite damage.
- 16 Utility usage fees for existing building/site.
- 17 All landscaping in the PUE for utility connections.
- 18 Testing or repair work on existing landscape irrigation outside our work area.
- 19 Premium time working hours except for utility connections as required to not disturb the school.
- 20 Labor and material cost escalation beyond our control.
- 21 Third party testing or Commissioning
- 22 Any exterior work not noted on plans.
- 23 All permit and plan check fees.
- 24 Arborist for tree surveying and health assessment.
- 25 No biological surveys or mitigation measures.
- 26 Removal of all unforeseen materials during excavation and grading process.
- 27 Excludes the cost of dewatering and the removal or mitigation of wet or unsuitable soils. This exclusion is intended to apply to any water regardless of its origin in our work area.
- 28 Work impacts or stoppage as a result of pandemics or other health and safety public shutdowns
- 29 Temporary power required for and impacts from preventative PG&E power outages.
- 30 Window coverings are not included over doors or access ways due to Life Safety.
- 31 We have included the Allowances & Contingency "below the line." Overhead & Profit are included in these Allowances & Contingencies not in the GMP itself.
- 32 We have not inlcued the cost of badging all employees.

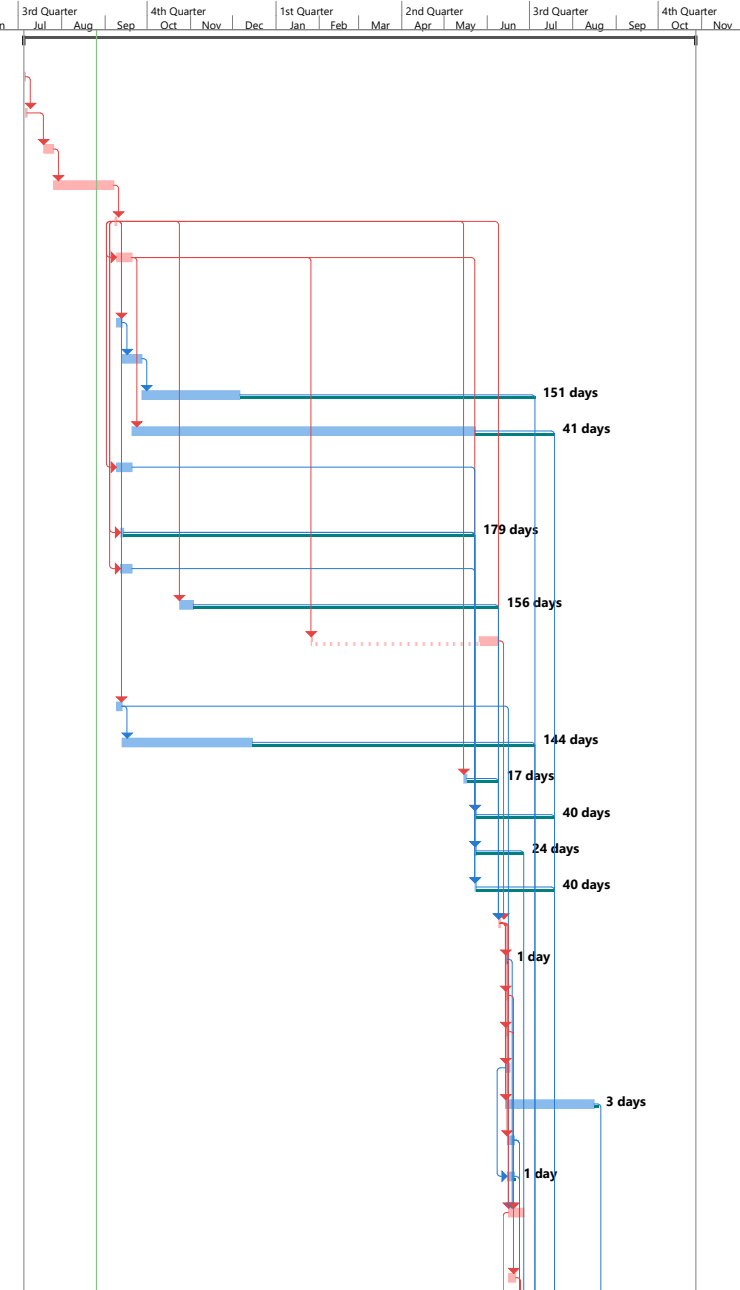
**Exhibit C - Attachment 3
Schedule of Lease Payments**

Total Contract	\$5,270,688
Annual Interest	
Rate	5.00%
Years	1
Payments Per	
Year	12
Amount	\$263,534

Payment #	Total Payment	Principal Payment	Interest Payment	Balance
1	\$22,561	\$21,462	\$1,098	\$242,072
2	\$22,561	\$21,552	\$1,009	\$220,520
3	\$22,561	\$21,642	\$919	\$198,878
4	\$22,561	\$21,732	\$829	\$177,147
5	\$22,561	\$21,822	\$738	\$155,324
6	\$22,561	\$21,913	\$647	\$133,411
7	\$22,561	\$22,005	\$556	\$111,406
8	\$22,561	\$22,096	\$464	\$89,310
9	\$22,561	\$22,188	\$372	\$67,121
10	\$22,561	\$22,281	\$280	\$44,841
11	\$22,561	\$22,374	\$187	\$22,467
12	\$22,561	\$22,467	\$94	\$0

JFK Preliminary Master 8-26-22

ID	Task Mode	Name	Duration	Start	Finish	Predecessors	Successors	Start Slack	Timeline														
									Jun	3rd Quarter	Jul	Aug	Sep	4th Quarter	Oct	Nov	Dec	1st Quarter	Jan	Feb	Mar	2nd Quarter	Apr
1		JFK reroof and HVAC project	344 days	Tue 7/5/22	Fri 10/27/23			0 days															
2		Bid Advertisement	1 day	Tue 7/5/22	Tue 7/5/22	3		0 days															
3		Sub Bids due	1 day	Wed 7/6/22	Wed 7/6/22 2	4FS+8 days		0 days															
4		Preliminary GMP for review	5 days	Tue 7/19/22	Mon 7/25/22 3FS+8 days	5		0 days															
5		Review GMP	31 days	Tue 7/26/22	Tue 9/6/22 4	6FS+1 day		0 days															
6		Final GMP approval	1 day	Thu 9/8/22	Thu 9/8/22 5FS+1 day	7SS+1 day,12SS+1 day,13SS+20 days		0 days															
7		Mechanical submittal Approval - order HVAC units / Equipment/Controls	7 days	Fri 9/9/22	Mon 9/19/22 6SS+1 day	20FS+175 days,16FS+92 days,11		0 days															
8		Submit Roofing Material	2 days	Fri 9/9/22	Mon 9/12/22 6	9		151 days															
9		Roofing Submittal Review & Approval	10 days	Tue 9/13/22	Mon 9/26/22 8	10		151 days															
10		Roofing Material Lead Time	50 days	Tue 9/27/22	Mon 12/5/22 9	46		151 days															
11		Mechanical Equipment Lead Time	175 days	Tue 9/20/22	Mon 5/22/23 7	51		41 days															
12		Electrical Submittal Approval - order Panels and Equipment	7 days	Fri 9/9/22	Mon 9/19/22 6SS+1 day	22FS+175 days		40 days															
13		Issue early Procurement Subcontracts	2 days	Mon 9/12/22	Tue 9/13/22 6SS+2 days	20,21,22		207 days															
14		Roof Hatch submittal Approval - Order Roof Hatch	6 days	Mon 9/12/22	Mon 9/19/22 6SS+2 days	21FS+175 days		28 days															
15		Submittals for all items not longest lead	8 days	Mon 10/24/22	Wed 11/2/22 6FS+31 days	23		156 days															
16		N2 Buss route and pathway investigation and documentation to each RTU Prior to HVAC demo	11 days	Thu 1/26/23	Thu 6/8/23 7FS+92 days	23		0 days															
17		Order Roofing Material	2 days	Fri 9/9/22	Mon 9/12/22 6	31,18		144 days															
18		Roofing Material Lead Time	67 days	Tue 9/13/22	Tue 12/14/22 17	46		144 days															
19		Order all remaining Material items	2 days	Mon 5/15/23	Tue 5/16/23 6FS+176 days	23		17 days															
20		HVAC Unit delivery for storage	1 day	Tue 5/23/23	Tue 5/23/23 7FS+175 days,13	51		40 days															
21		Roof Hatch Delivery and storage	1 day	Tue 5/23/23	Tue 5/23/23 14FS+175 days,13	43		28 days															
22		Electrical Panels delivered for storage	1 day	Tue 5/23/23	Tue 5/23/23 12FS+175 days,13	51		40 days															
23		Pre Construction meeting for 2023 summer work	1 day	Fri 6/9/23	Fri 6/9/23 6FS+181 days,16,19,24FS+2 days,25FS+2 days,26F0			0 days															
24		Evac freon from units and give to district	1 day	Wed 6/14/23	Wed 6/14/23 23FS+2 days	31		1 day															
25		Safe off electrical	2 days	Wed 6/14/23	Thu 6/15/23 23FS+2 days	31		0 days															
26		Safe off Gas at all units	2 days	Wed 6/14/23	Thu 6/15/23 23FS+2 days	32		0 days															
27		Remove and save parapet wall cap	3 days	Wed 6/14/23	Fri 6/16/23 23FS+2 days	30SS+1 day		1 day															
28		Protect and save 3 roof antennas	45 days	Wed 6/14/23	Tue 8/15/23 23FS+2 days	62		3 days															
29		Abatement in building prior to demo of units	3 days	Thu 6/15/23	Mon 6/19/23 23FS+3 days	34FS+1 day,33		5 days															
30		Remove Parapet metal wall siding	3 days	Thu 6/15/23	Mon 6/19/23 27SS+1 day	36		1 day															
31		Remove HVAC units and Duct enclosures on roof prior to tear off	7 days	Fri 6/16/23	Mon 6/26/23 23FS+3 days,24,25,17	36SS+3 days		0 days															
32		Remove gas lines to POC, roof	3 days	Fri 6/16/23	Tue 6/20/23 26	36		0 days															



Critical		Milestone		Project Summary		Inactive Milestone		Manual Summary Rollup		External Tasks	
Critical Split		Slack		Rolled Up Critical		Inactive Summary		Manual Summary		External Milestone	
Task		Slippage		Rolled Up Critical Split		Manual Task		Start-only		Deadline	
Split		Summary		Inactive Task		Duration-only		Finish-only		Progress	

ATTACHMENT 3

SCUSD - JFK HVAC and Reroof Project
Landmark Construction

Schedule of Values

Item No.	SOV Description	Amount
1	General Conditions	\$ 53,259
2	Supervision (PM/PE/Super)	\$ 194,922
3	Selective Demolition	\$ 42,837
4	Access/Safety	\$ 27,444
5	Dumpsters	\$ 3,750
6	Progress Cleaning	\$ 7,941
7	Final Clean	\$ 20,400
8	Metal Fabrications	\$ 53,753
9	Roofing Subcontractor	\$ 693,195
10	Roof Hatch	\$ 19,013
11	Painting Subcontractor	\$ 23,028
12	Ceiling Removal and Replacement	\$ 60,048
13	Pumbing Subcontractor	\$ 295,717
14	HVAC Subcontractor	\$ 2,304,567
15	Duct Cleaning Subcontractor	\$ 59,950
16	Electrical Subcontractor	\$ 359,818
17	Punch List	\$ 42,000
18	O&M's & Closeout Documents	\$ 42,000
19	Bonds	\$ 44,012
20	Insurance	\$ 43,259
21	OH & Fee	\$ 166,669
22	District Contingency	\$ 227,879
23	Landmark Contingency	\$ 227,879
24	Owner Allowance	\$ 257,348
	Total	\$ 5,270,688

ATTACHMENT 4

11. Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in Exhibit D, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be **Five Hundred Thirty-Seven** (537) calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than **October 27, 2023** ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

Developer will provide a schedule of values, approved by the District, which will be attached hereto as Exhibit G ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand Five Hundred and No/100 Dollars (\$ 1,500.00) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in Exhibit D.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 Warranty of Title

19.3.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

19.3.7.2 If Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop payment notice has been released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Developer under the Contract.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District shall withhold payment in whole, or in part, as required by statute. In addition, the District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. Payment, in whole, or in part, will be withheld based on the need to protect the District from loss because of, but not limited to, any of the following:

19.4.1.1 Defective Work not remedied within FORTY-EIGHT (48) hours of written notice to Developer.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract.

19.4.1.3 Failure to comply with the requirements of Public Contract Code section 2600 et seq. ("Skilled and Trained Workforce Requirements").

19.4.1.4 Liquidated damages assessed against Developer.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

26.7 Skilled and Trained Workforce

26.7.1 Developer and its subcontractors at every tier hereby provides an enforceable commitment to comply with Public Contract Code section 2600 et seq., which requires use of a skilled and trained workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades.

26.7.1.1 "Apprenticeable Occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

26.7.1.2 "Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

26.7.1.2.1 All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.

26.7.1.2.2 That, for the applicable dates, either (A) the number of the skilled journeypersons employed to perform work on the Contract or Project by Developer or its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Labor Code section 3075 or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or (B) the hours of work performed by skilled journeypersons who have graduated from an approved apprenticeship program meet at least the percentages set forth in the following chart:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	All remaining apprenticeable occupations

26.7.1.2.3 For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

26.7.1.2.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements if:

26.7.1.2.4.1 During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or

26.7.1.2.4.2 The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed one-half of one percent (0.5%) of the price of the prime contract.

26.7.1.3 "Skilled Journeyman" means a worker who either:

26.7.1.3.1 Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside of California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or

26.7.1.3.2 Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

26.7.2 Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following:

26.7.2.1 Provide monthly reports to the District demonstrating that Developer and its subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

26.7.2.2 Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

SKILLED AND TRAINED WORKFORCE CERTIFICATION

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

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
- a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)**

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____, 20_____

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(WORKSHEET)**

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____ 20__

Page ____ of ____ (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____.

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

Number of Skilled Journeypersons:

1. Number of skilled journeypersons performing work in the apprenticeable occupation: _____
2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

Number of Hours of Work Performed by Skilled Journeypersons:

1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

ATTACHMENT 6

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

ATTACHMENT 6

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

ATTACHMENT 6

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

ATTACHMENT 6

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

ATTACHMENT 6

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

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be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

- 2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.
- 2.4 The following shall be excluded from Covered Work:
 - 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
 - 2.4.2 Equipment and machinery owned or controlled and operated by the District;
 - 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
 - 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
 - 2.4.6 District procurement or use of modular buildings;
 - 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

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- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

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Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

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disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

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fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

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- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

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ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

ATTACHMENT 6

- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

ATTACHMENT 6

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

ATTACHMENT 6

- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

ATTACHMENT 6

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6. Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

- (1) Possesses any license required by state or federal law for the Project work to be performed;

ATTACHMENT 6

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
- (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
- (4) Has the ability to perform safely the basic functions of the applicable trade.

11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

ATTACHMENT 6

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering , Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

ATTACHMENT 6

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

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NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

ATTACHMENT 6

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

ATTACHMENT 6

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

ATTACHMENT 6

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

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Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



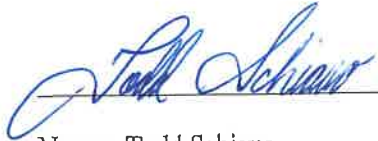
Date: 7-29-22

Name: Karl Pineo

Title: President

ATTACHMENT 6

Sacramento-Sierra Building and
Construction Trades Council



Date: 8/2/2022

Name: Todd Schiavo

Title: Vice-President

ATTACHMENT 6

DocuSigned by:

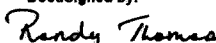
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Asbestos Workers Local #16

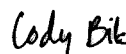
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Bricklayers Local #3

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Boilermakers Local #549


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Cement Masons Local #400

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Asbestos, Lead and Mold Laborers Local #67

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District Council #16 International Union of Painters & Allied Trades

DocuSigned by:

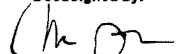
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Elevator Constructors Local #8

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International Brotherhood of Electricians Local #340


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Sprinkler Fitters Local #669

UNIONS
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Iron Workers Local #118

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Laborers Local #185

Operating Engineers Local #3


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Plasterers & Cement Masons Local #300

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UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

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Plumbers & Pipefitters Local #447

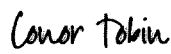
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Roofers Local #81

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Sheet Metal Workers Local #104

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Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

ATTACHMENT 6

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of
Laborers



Carpenters 46 Northern California
Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International
Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement
Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

ATTACHMENT 6

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ATTACHMENT 6

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____

Bid Number: _____

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

ATTACHMENT 6

DATED: _____

Name of Contractor _____

(Authorized Officer & Title)

(Address)

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
JOHN F. OTTO, INC., dba OTTO CONSTRUCTION**

This Amendment No. 1 to the Facilities Lease (“[First] Amendment”) is made and entered into this 8th day of September, 2022 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and John F. Otto, Inc. dba Otto Construction (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated May 19, 2022, pertaining to the Sutter Middle School Gym HVAC Modernization (“Project”) at Sutter Middle School, located at 3150 I Street Sacramento, CA 95816, (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

2. The Project Labor Agreement (PLA) approved by Board June 9, 2022, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and hereby replaces Exhibit H (Project Labor Agreement) to the Facilities Lease.

3. Skilled and Trained Workforce language and Certification, which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and hereby is added to the Facilities Lease.

[CONTINUES ON NEXT PAGE]

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. _ to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

Dated: 8-30, 2022

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

JOHN F. OTTO, INC. DBA OTTO CONSTRUCTION

By: _____

By: alison otto

Name: Rose Ramos

Name: Alison Otto

Title: CBO

Title: President

**AMENDMENT NO. 2 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
JOHN F. OTTO, INC., dba OTTO CONSTRUCTION**

This Amendment No. 2 to the Facilities Lease (“[First] Amendment”) is made and entered into this 8th day of September, 2022 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and John F. Otto, Inc. dba Otto Construction (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated May 19, 2022, pertaining to the Luther Burbank Pool Replacement and Locker Room Improvement (“Project”) at Luther Burbank High School, located at 3500 Florin Road Sacramento, CA 95823, (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

1. The Construction Schedule, which is attached hereto as **Attachment “1”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.
2. The Schedule of Values, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.
3. The Project Labor Agreement (PLA) approved by Board June 9, 2022, which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and hereby replaces Exhibit H (Project Labor Agreement) to the Facilities Lease.
4. Page 15, SubParagraph 11.1.2, which is attached hereto as **Attachment “4”** and incorporated herein by this reference, is hereby approved by the District and hereby replaces Page 15, SubParagraph 11.1.2 to the Facilities Lease.
5. Skilled and Trained Workforce language and Certification, which is attached hereto as **Attachment “5”** and incorporated herein by this reference, is hereby approved by the District and hereby is added to the Facilities Lease.

[CONTINUES ON NEXT PAGE]

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

Dated: 8-30, 2022

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

JOHN F. OTTO, INC. DBA OTTO CONSTRUCTION

By: _____

By: allison otto

Name: Rose Ramos

Name: Allison otto

Title: CBO

Title: President



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1b

Meeting Date: September 8, 2022

Subject: Approve Personnel Transactions

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:

1. Certificated Personnel Transactions Dated September 8, 2022
2. Classified Personnel Transactions Dated September 8, 2022

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Jorge A Aguilar, Superintendent

Attachment 1: CERTIFICATED 9/8/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
BARTLETT	MARGARET	B	Teacher, High School	GEO WASHINGTON CARVER	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
BREMSER	THOMAS	B	Teacher, Resource, Special Ed.	C. K. McCLATCHY HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
CHAPMAN	AMANDA	E	Teacher, Parent/Preschool Ad	A.WARREN McCLASKEY ADULT	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
COTTON JR	JERRY	Q	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
DAUENHAUER	JASON	Q	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
DAVIS	KENNETH	Q	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
DAVIS JR	SAMUEL	A	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
DECHENE	ANTHONY	B	Teacher, High School	ENGINEERING AND SCIENCES HS	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
DENNIS	MAYA	B	Counselor, High School	GEO WASHINGTON CARVER	8/17/2022	6/30/2023	EMPLOY PROB 8/17/22
DENNIS	MAYA	B	Counselor, Middle School	KIT CARSON INTL ACADEMY	8/17/2022	6/30/2023	EMPLOY PROB 8/17/22
EBSWORTH	JODY	B	Teacher, High School	CAREER & TECHNICAL PREPARATION	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
FABIAN	SUSAN	B	Teacher, Spec Ed	WASHINGTON ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
FATTA FEDOTOV	JONATHAN	B	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	8/22/2022	6/30/2023	EMPLOY PROB 8/22/22
FERNENGEL	BILLIE	B	Teacher, K-8	GENEVIEVE DIDION ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
FOX	AUSTIN	B	Teacher, High School	CAREER & TECHNICAL PREPARATION	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
GALVAN	DIEGO	0	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
GONZALEZ	ROSA	Q	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
GUTIERREZ	LEAH	B	Teacher, Elementary	CAPITAL CITY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
HACKER	LARAE	B	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/17/2022	6/30/2023	EMPLOY PROB 8/17/22
HARRELL	HILLARY	B	Director III, Prof Learn Ldshp	CURRICULUM & PROF DEVELOP	8/15/2022	6/30/2023	EMPLOY PROB 8/15/22
HICKMAN	JANNAVIE	B	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/17/2022	6/30/2023	EMPLOY PROB 8/17/22
INDRELAND	DAVID	Q	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
KURTZ	JESSICA	B	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	8/22/2022	6/30/2023	EMPLOY PROB 8/22/22
LINGRELL	HANNAH	B	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
MARTIN	DOYAL	B	Principal, Elementary School	PHOEBE A HEARST BASIC ELEM.	8/1/2022	6/30/2023	REEMPLOY 8/1/22
MARTINEZ	CARMEN	B	Teacher, Middle School	KIT CARSON INTL ACADEMY	8/25/2022	6/30/2023	EMPLOY PROB 8/23/22
MARTINEZ	CARMEN	B	Teacher, Middle School	KIT CARSON INTL ACADEMY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
MATTER	ERICA	0	Teacher, Elementary	NEW JOSEPH BONNHEIM	7/25/2022	6/30/2023	EMPLOY PROB 7/25/22
MC PHERSON	TODD	R	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
MEJIA	ELISE	B	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	8/22/2022	6/30/2023	EMPLOY PROB 8/22/22
MILLER	HANNAH	B	Teacher, High School	WEST CAMPUS	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
MOUA	AUTUMN	B	Principal, Basic School	CAMELLIA BASIC ELEMENTARY	8/1/2022	6/30/2023	EMPLOY PROB 8/1/22
ORTEGA	MIGUEL	B	Teacher, ROTC	JOHN F. KENNEDY HIGH SCHOOL	8/15/2022	6/30/2023	EMPLOY PROB 8/15/22
OWEN	STEPHANIE	C	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/17/2022	6/30/2023	REEMPLOY PROB 8/17/22
ROBERSON	CRYSTAL	B	School Nurse	HEALTH SERVICES	8/24/2022	6/30/2023	EMPLOY PROB 8/24/22
SAEPHANH	CHIO	Q	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
SANCHEZ	RENE	B	Principal, Elementary School	NICHOLAS ELEMENTARY SCHOOL	8/12/2022	6/30/2023	EMPLOY PROB 8/12/22
SANTOS	JENNIFER	B	Principal, Elementary School	PETER BURNETT ELEMENTARY	8/1/2022	6/30/2023	EMPLOY PROB 8/1/22
SEGURA	DAIANA	B	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SINGER	SCOTT	R	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	EXT TC 7/1/22-6/30/23
STRACK	JORDYN	B	Teacher, Resource, Special Ed.	WASHINGTON ELEMENTARY SCHOOL	8/29/2022	6/30/2023	REEMPL PROB1 8/29/22\
TRENT	SAMANTHA	B	Principal, Elementary School	CALEB GREENWOOD ELEMENTARY	8/1/2022	6/30/2023	EMPLOY PROB 8/1/22
WATSON	SEAN	0	Teacher, Elementary Spec Subj	NEW JOSEPH BONNHEIM	2/7/2022	6/30/2022	EMPLOY PROB 2/7/22
YEE	THU	B	School Nurse	HEALTH SERVICES	8/24/2022	6/30/2023	EMPLOY PROB 8/24/22
ZAMORA	CHRISTOPHER	B	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
LEAVES							
ARSENIA	KISHA EDEN	C	Teacher, Spec Ed	JOHN H. STILL - K-8	7/1/2022	6/30/2023	LOA (UNPD) 7/1-6/30/23
CORTEZ	RHODA	A	Teacher, Elementary	A. M. WINN - K-8	7/1/2022	6/30/2023	LOA RTN (PD) 7/1/22
CRIST	LEAH	A	Counselor, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	8/17/2022	11/11/2022	LOA (PD) FMLA/CFRA 8/17-11/11/22
DIAZ	MARIELA	B	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	9/2/2022	11/18/2022	LOA (PD) FMLA/CFRA 9/2-11/18/22
FALLON	MARGO	A	Teacher, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	6/30/2023	LOA RTN (UNPD) 7/1/22
GRAHAM	GABRIELLA	A	Teacher, Resource, Special Ed.	ALBERT EINSTEIN MIDDLE SCHOOL	8/2/2022	8/7/2022	ADMIN LOA (UNPD) 8/2/22
GRAHAM	GABRIELLA	A	Teacher, Resource, Special Ed.	ALBERT EINSTEIN MIDDLE SCHOOL	8/8/2022	6/30/2023	ADMIN LOA RTN 8/8/22
HENRY	YASMIN	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	7/1/2022	12/31/2022	LOA (PD) HE 7/1-12/31/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
IMAI	MELISSA	A	Teacher, Elementary	LEATAATA FLOYD ELEMENTARY	6/14/2022	6/30/2022	LOA RTN (PD) FMLA/CFRA 6/14/22
LOMBARDI	STACEY	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	7/1/2022	6/30/2023	LOA (UNPD) 7/1-6/30/23
MORGAN	JAMES	Q	Teacher, High School	CAREER & TECHNICAL PREPARATION	7/1/2022	6/30/2023	ADMIN EXT LOA (PD) 7/1/22-6/30/23
RAPTAKIS	STEPHANIE	A	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	6/18/2022	6/30/2022	LOA RTN (PD) 6/18/22
TORRES	ELIZABETH	A	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	6/24/2022	6/30/2022	LOA RTN (PD) FMLA/CFRA 6/24/22
VAN NATTEN	DAVID	B	Dir II, Human Resources Srvs	HUMAN RESOURCE SERVICES	7/18/2022	8/5/2022	LOA (PD) FMLA/ CFRA 7/18/22-8/5/22
VAN NATTEN	DAVID	B	Dir II, Human Resources Srvs	HUMAN RESOURCE SERVICES	8/6/2022	6/30/2023	LOA RTN (PD) 8/6/22
WALKER	SAMANTHA	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	7/1/2022	6/30/2023	LOA (UNPD) 7/1-6/30/23
WILLIAMS	MATTHEW	0	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	8/1/2022	6/30/2023	ADMIN LOA (UNPD) 8/1/22

RE-ASSIGN/STATUS CHANGE

ARNOULT	JULIE	B	Assistant Principal, Middle Sc	CALIFORNIA MIDDLE SCHOOL	8/1/2022	6/30/2023	REASSIGN/STCGH 8/1/22
ASHCRAFT	KIMBERLY	B	Site Instruction Coordinator	JOHN F. KENNEDY HIGH SCHOOL	6/23/2022	6/30/2022	REASSIGN/STCGH 6/23/22
AUGUSTA	KATHLEEN	B	Program Specialist, Special Ed	SPECIAL EDUCATION DEPARTMENT	8/22/2022	6/30/2023	REASSIGN/STCGH 8/22/22
BARADAT	MICHAEL	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	REASSIGN 7/1/22
BRANN	PHILIP	B	Assistant Principal, Middle Sc	KIT CARSON INTL ACADEMY	7/1/2022	6/30/2023	REASSIGN/STCGH 7/1/22
CHA	NENG	B	Assistant Principal, Elem Sch	PACIFIC ELEMENTARY SCHOOL	7/1/2022	6/30/2023	REASSIGN/STCGH 7/1/22
CHA	NENG	B	Site Instruction Coordinator	PACIFIC ELEMENTARY SCHOOL	7/1/2022	6/30/2023	REASSIGN/STCGH 7/1/22
DOBRESCU	EUGENIU	A	Principal, Middle School	CALIFORNIA MIDDLE SCHOOL	8/12/2022	6/30/2023	REASSIGN/STCGH 8/12/22
FLOYD	MAIUSAM	B	Principal,Supt Priority (Elem)	LEATAATA FLOYD ELEMENTARY	8/12/2022	6/30/2023	REASSIGN/STCGH 8/12/22
FLOYD	MALCOLM	A	Site Instruction Coordinator	C. K. McCLATCHY HIGH SCHOOL	8/22/2022	6/30/2023	REASSIGN/STCGH 8/22/22
HESTER	LINDSAY	B	School Nurse	HEALTH SERVICES	7/1/2022	6/30/2023	STCHG 7/1/22
HOFMANN	JENNIFER	Q	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1-6/30/22
ICARRO	REBECCA	B	Lang. Speech & Hearing Speclst	SPECIAL EDUCATION DEPARTMENT	7/1/2022	6/30/2023	REASSIGN/STCGH 7/1/22
ITO	KAMIE	B	Program Specialist, Special Ed	SPECIAL EDUCATION DEPARTMENT	8/22/2022	6/30/2023	REASSIGN/STCGH 8/22/22
KRBECEK	VLASTIMIL	B	Cord II, Multilingual Literacy	MULTILINGUAL EDUCATION DEPT.	8/16/2022	6/30/2023	REASSIGN/STCGH 8/16/22
KUNISAKI	JOEL	B	Assistant Principal, High Sch	C. K. McCLATCHY HIGH SCHOOL	8/1/2022	6/30/2023	REASSIGN/STCGH 8/1/22
LYLES	MARIA	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	STCHG FR 0.8 7/1/22
MCHUGH	TRACEY	A	School Nurse	HEALTH SERVICES	7/1/2022	6/30/2023	STCGH 7/1/22
MIURA-GLEN	CATHERINE	A	Teacher, Resource	JOHN H. STILL - K-8	7/1/2022	6/30/2023	REASSIGN 7/1/22
PIRING	JASMINE	B	Site Instruction Coordinator	JOHN H. STILL - K-8	8/16/2022	6/30/2023	REASSIGN/STCGH 8/16/22
RAMSOWER	STEVEN	A	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/17/2022	6/30/2023	REASSIGN/STCGH 8/17/22
ROLDAN	ANA	B	School Nurse	HEALTH SERVICES	7/1/2022	6/30/2023	STCHG 7/1/22
WALKER	JENNIFER	B	Principal, K-8 School	MARTIN L. KING JR ELEMENTARY	8/1/2022	6/30/2023	REASSIGN/STCGH 8/1/22
WHELLEN	TIFFANY	B	Principal,Supt Priority (Elem)	OAK RIDGE ELEMENTARY SCHOOL	8/12/2022	6/30/2023	REASSIGN/STCGH 8/12/22
XIONG	VUE	A	Assistant Principal, Elem Sch	ELDER CREEK ELEMENTARY SCHOOL	7/1/2022	6/30/2023	REASSIGN 7/1/22
ZAMUDIO	CHAR	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	7/1/2022	6/30/2023	REASSIGN/STCGH 7/1/21

SEPARATE / RESIGN / RETIRE

ALFARO	CLAUDIA	B	Principal, Elementary School	JOHN D SLOAT BASIC ELEMENTARY	7/1/2022	8/31/2022	SEP/RESIGN 8/31/22
BAETA	CHRISTINE	B	Chief Academic Officer	ACADEMIC OFFICE	7/1/2022	8/31/2022	SEP/RETIRE 8/31/22
BANKS	KATHRYN	A	Teacher, Elementary	ISADOR COHEN ELEMENTARY SCHOOL	7/1/2022	8/31/2022	SEP/RETIRE 8/31/22
HABOUSH	TANIS	A	Training Specialist	CURRICULUM & PROF DEVELOP	7/1/2022	9/2/2022	SEP/RESIGN 9/2/22
NGUYEN	AMANDA	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	8/11/2022	SEP/RESIGN 8/11/22
OTT-SOUCY	DIANE	A	Teacher, K-8	JOHN H. STILL - K-8	7/1/2022	8/30/2022	SEP/RESIGN 8/30/22
PALMER	VERNELLE	A	Teacher, Child Development	EARLY LEARNING & CARE PROGRAMS	7/1/2022	8/31/2022	SEP/RETIRE 8/31/22
SWEITZER	CHAD	B	Area Assistant Superintendent	AREA ASSISTANT SUPERINTENDENT	7/1/2022	9/9/2022	SEP/RESIGN 9/9/22
WHITE	MICHAEL	A	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	7/1/2022	8/2/2022	SEP/RESIGN 8/2/22
YANG	YEE	A	Principal, Elementary School	CAROLINE WENZEL ELEMENTARY	7/1/2022	8/15/2022	SEP/RESIGN 8/15/22

TRANSFER

COOK	STEPHANIE	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
JOHNSON	JOSEPH	A	Teacher, K-8	ROSA PARKS MIDDLE SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
KHANG	NANCY	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	7/1/2022	6/30/2023	TR 7/1/22
LAMB ROSSI	MICHELE	B	Principal, Elementary School	PONY EXPRESS ELEMENTARY SCHOOL	8/11/2022	6/30/2023	TR 8/11/22
MACK	JARRAMIAH	A	Teacher, Elementary Spec Subj	EARL WARREN ELEMENTARY SCHOOL	8/29/2022	6/30/2023	TR 8/29/22
POLADI	FARRAH	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
ROACH	MICHAEL	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
VANG	PATRICK	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22

Attachment 2: CLASSIFIED 9/8/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ARCINEDA	NANCY	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
ALLEN	TYLER	B	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
AVETISYAN	ASMIK	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
BELL	SABRINA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
BERRY JR.	HOWARD	B	Supv I, Safety Officer	SAFE SCHOOLS OFFICE	8/22/2022	6/30/2023	EMPLOY PROB 8/22/22
CARPENTER	MOLLY	B	Pgm Records Tech, CAMS	FACILITIES SUPPORT SERVICES	8/15/2022	6/30/2023	EMPLOY PROB 8/15/22
CASTANON-RICO	FABIOLA	B	School Office Manager II	NEW TECH	8/24/2022	6/30/2023	EMPLOY PROB 8/24/22
DEMILLE	ASHLEIGH	B	Inst Aid, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
DHAR	NAVINESH	A	Bldg Automation &HVAC S-Tech	FACILITIES MAINTENANCE	8/15/2022	6/30/2023	EMPLOY PROB 8/15/22
EASON	LEANGELA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
ESTRADA AISPURIO	ADRIANA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
FERNENGEL	BRANSON	B	Food Sanitation Fac Tech	NUTRITION SERVICES DEPARTMENT	8/3/2022	6/30/2023	EMPLOY PROB 8/3/22
GOLDER	BRYAN	B	Campus Monitor	LUTHER BURBANK HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
JONES	CAROLYN	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
KELLEY	ALEXANDER	B	Custodian	SUTTER MIDDLE SCHOOL	8/22/2022	6/30/2023	EMPLOY PROB 8/22/22
LEE	RENEE	B	Administrative Asst-EIS	AREA ASSISTANT SUPERINTENDENT	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
LY	LIEN	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
MARTIN	JANEAST	B	Attendance Tech II	GEO WASHINGTON CARVER	8/16/2022	6/30/2023	EMPLOY PROB 8/16/22
MCCOY-LLOYD	MICHELLE	B	Health Aide III, Special Ed	HEALTH SERVICES	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
MUNOZ	TERESITA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
NAVARRO	MELECIA	B	Coord I, Safety Interv & Resp	SAFE SCHOOLS OFFICE	8/8/2022	6/30/2023	EMPLOY PROB 8/8/22
PEOPLE	JASMINE	B	Spec II Student Support Svcs	STUDENT SUPPORT&HEALTH SRVCS	8/23/2022	6/30/2023	EMPLOY PROB 8/23/22
POOLE	COURTNEY	B	Spec II Student Support Svcs	STUDENT SUPPORT&HEALTH SRVCS	8/5/2022	6/30/2023	EMPLOY PROB 8/5/22
ROA CASILLAS	JASMINE	B	Clerk II	PARKWAY ELEMENTARY SCHOOL	8/19/2022	6/30/2023	EMPLOY PROB 8/19/22
SALGADO	MEVVI	B	Inst Aid, Spec Ed	KIT CARSON INTL ACADEMY	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
SERRANO	AMELIA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
SIERRA	DESIREE	B	Teacher Assistant, Bilingual	SUTTER MIDDLE SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
WHITFIELD	KYRA	B	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
LEAVES							
ACOSTA	RITA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2022	10/31/2022	AMEND LOA RTN 7/1/22
CHRIN	LIMENG	A	Custodian	SUTTERVILLE ELEMENTARY SCHOOL	8/24/2022	10/24/2022	LOA (PD) FMLA/CFRA 8/24-10/24/22
DONOHUE	DANIELLE	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	9/30/2022	LOA (UNPD) 9/1/22-10/17/22
HALL	INDIGEO	A	School Plant Ops Mngr I	SUCCESS ACADEMY	6/6/2022	8/17/2022	LOA (PD) ADMIN 6/6/22
HALL	INDIGEO	A	School Plant Ops Mngr I	SUCCESS ACADEMY	8/18/2022	6/30/2023	ADMIN LOA RTN (PD) 8/18/22
LONG	AMBER	B	Transportation Scheduler/Disp	TRANSPORTATION SERVICES	8/8/2022	6/30/2023	LOA RTN 8/8/22
LONG	AMBER	B	Transportation Scheduler/Disp	TRANSPORTATION SERVICES	7/11/2022	8/7/2022	LOA (PD) FMLA/CFRA 7/11/11-8/8/22
MULKEY	SKYLA	A	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	7/1/2022	6/30/2023	LOA (UNPD) 10/11/21-6/30/22
PATRICK	THUYVAN	B	Special Ed Applications Spclst	SPECIAL EDUCATION DEPARTMENT	8/1/2022	8/31/2022	LOA RTN (UNPD) - 8/1/22
SWANSON	BRENDIN	B	Mngr III, Project Manager	FACILITIES SUPPORT SERVICES	9/21/2022	12/21/2022	LOA (PD) 9/21-12/21/22
WALL	REBECCA	B	Health Services Technician	HEALTH SERVICES	7/1/2022	6/30/2023	LOA (PD) INTERMIT FMLA/CFRA 8/24/22-9/27/22
WATSON	TABATHA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2022	10/22/2022	EXT LOA (UNPD) 6/17/22 -10/22/22
XICOTENCATL	BERNARDO	A	Facilities Maint Laborer I	FACILITIES MAINTENANCE	9/6/2022	9/24/2022	LOA (PD) 9/6/22-9/24/22
RE-ASSIGN/STATUS CHANGE							
AGUILAR	JESSICA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	12/1/2022	6/30/2023	REA/STCHG 12/1/22
ALVAREZ	MARIA	B	School Plant Ops Mngr I	CAMELLIA BASIC ELEMENTARY	6/27/2022	6/30/2022	REA/STCHG 6/27/22
BALDERAS	VERONICA	B	Transportation Scheduler/Disp	TRANSPORTATION SERVICES	8/17/2022	6/30/2023	REA/STCHG 8/17/22
BELL	JOSEPH	B	Maint and Grounds Asst Sprvsr	FACILITIES MAINTENANCE	8/17/2022	6/30/2023	REA/STCHG 8/17/22
BROWN	AUTUMN	B	Youth/Family Mntl Hlth Adv	STUDENT SUPPORT&HEALTH SRVCS	6/25/2022	6/30/2022	REA/STCHG 6/25/22
BUSHONG	GLORIA	B	Instructional Aide	A.WARREN McCLASKEY ADULT	8/22/2022	6/30/2023	REA/STCHG 8/22/22
CARLEY	KOY		Registrar	KIT CARSON INTL ACADEMY	7/1/2022	6/30/2023	REA 7/1/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
CARLEY	KOY	B	Office Technician IV	KIT CARSON INTL ACADEMY	7/1/2022	6/30/2023	REA 7/1/22
CASTILLO	JESSE	B	Asst Supt, Business Services	BUSINESS SERVICES	8/12/2022	6/30/2023	REA/STCHG 8/12/22
DUCHAINE	RYAN	B	Bus Vehicle Mechanic	TRANSPORTATION SERVICES	8/1/2022	3/31/2023	REA/STCHG 8/1/22
GREGORIO	KATHLEEN	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	8/1/2022	11/30/2022	REA/STCHG 8/1/22
HALL	LISA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	REA/STCHG 9/1/22
HIM	SOK	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	8/1/2022	6/30/2023	REA/STCHG 8/1/22
IDLEMAN	TYRONE	B	School Plant Ops Mngr I	JOHN D SLOAT BASIC ELEMENTARY	7/27/2022	8/31/2022	REA/STCHG 7/27/22
KAUTEN	MARK	B	Painter Assistant Supervisor	FACILITIES MAINTENANCE	8/4/2022	6/30/2023	REA/STCHG 8/4/22
LOPEZ	OFELIA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	REA/STCHG 9/1/22
MURAN	SUADA	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	8/8/2022	6/30/2023	REA/STCHG 8/8/22
POTTLE	WENDY	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	10/3/2022	6/30/2023	REA/STCHG 10/3/22
RAJ	SUMAN	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	11/1/2022	6/30/2023	REA/STCHG 11/1/22
RIDLEY JR.	JAY	B	Youth Services Pgm Associate	SUCCESS ACADEMY	8/15/2022	6/30/2023	REA/STCHG 8/15/22
SMITH	COURTNEY	B	Ombudsperson	CONSTITUENT SERVICES	8/19/2022	6/30/2023	REA/STCHG 8/19/22
STOROZHUK	NADIYA	B	Food Prod Asst, Cent Kit	NUTRITION SERVICES DEPARTMENT	8/9/2022	6/30/2023	REA/STCHG 8/9/22
VILLALOBOS	LILA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	REA/STCHG 9/1/22
WEYMOUTH	DAWN	B	Child Dev Spec I	EARLY LEARNING & CARE PROGRAMS	8/5/2022	6/30/2023	REA/STCHG 8/5/22
SEPARATE / RESIGN / RETIRE							
AKULYAN	ANNA	B	Speech-Lang Pathology Asst	SPECIAL EDUCATION DEPARTMENT	7/1/2022	9/30/2022	STCHG 7/1/22
PHAM	LOAN	B	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	4/30/2023	STCHG 9/1/22
SMITH JR	JOSEPH	B	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	4/30/2023	STCHG 9/1/22
DANIELS	RODKIA	A	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	9/30/2022	STCHG 9/1/22
HALEY	KATHERINE	A	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	6/30/2023	STCHG 9/1/22
HUERTA	ANNA	A	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	6/30/2023	STCHG 9/1/22
LEE	ALICE	A	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	6/30/2023	STCHG 9/1/22
ODOM	JOE	A	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	6/30/2023	STCHG 9/1/22
PHUNG	LIEN	A	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	6/30/2023	STCHG 9/1/22
HUNTER	KATHY	B	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	4/30/2023	STCHG 9/1/22
BLACKWELL	ANTAR	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/1/2022	12/31/2022	STCHG 9/1/22
LARIOS	APRIL	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	STCHG 9/1/22
KIRKENDOLL	MICHAEL	A	Clerk III	HIRAM W. JOHNSON HIGH SCHOOL	8/1/2022	6/30/2023	STCHG 8/1/22
LOPEZ	TERESA	A	Noon Duty	NEW JOSEPH BONNHEIM	9/1/2022	9/30/2022	STCHG 9/1/22
BELTRAN	PATRICIA	A	Teacher Assistant, Bilingual	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
WADE	CARMEN	A	Bus Attendant	TRANSPORTATION SERVICES	9/1/2022	6/30/2023	STCHG 9/1/22
MARSHALL	KA'RON	A	Campus Monitor	WEST CAMPUS	7/1/2022	6/30/2023	STCHG/REA 7/1/22
BELL	ANTHONY	A	Campus Monitor	FERN BACON MIDDLE SCHOOL	9/1/2022	2/28/2023	STCHG 9/1/22
HENDERSON-VINCENT	CAROL	A	School Community Liaison	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
TRANSFER							
DAVIS	JERRY	A	Custodian	GEO WASHINGTON CARVER	8/22/2022	6/30/2023	TR 8/22/22
HALEEM	JOANNE	A	Instructional Aide	MARTIN L. KING JR ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
HARRIS	ALONA	B	Clerk II	EDWARD KEMBLE ELEMENTARY	7/1/2022	8/31/2022	TR 7/1/22
PLACENCIA	MARIA	A	School Office Manager I	CESAR CHAVEZ INTERMEDIATE	8/8/2022	10/31/2022	TR 8/8/22
UNZUETA	MARIA	A	Teacher Assistant, Bilingual	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1c

Meeting Date: September 8, 2022

Subject: Approve Donations to the District for the Period of June 1–30, 2022 and July 1- 31, 2022

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

Division: Business Services

Recommendation: Accept the donations to the District for the period of June 1–30, 2022 and July 1- 31, 2022.

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

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

Documents Attached:

1. Donations Report for the period of June 1–30, 2022
2. Donations Report for the period of July 1- 31, 2022

Estimated Time: N/A

Submitted by: Rose F. Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA22-0002642	Posted	Cary Smith Hart	7210	Check	06/07/22	4304			BA0000286	Donation, C Hart, Ck4304	1,000.00
01-0812-0-8690-	-	-	-	-	0525-		1,000.00				
BA22-0002674	Posted	Gospel City Church of the Christian	7210	Check	06/07/22	1182			BA0000286	6th Grade Promotion, Gospel	200.00
01-0812-0-8690-	-	-	-	-	0272-		200.00				
BA22-0002938	Posted	(3450) PG&E CORPORATION FOI	7216	Electronic F	06/01/22					6/1/22 PG&E CORPORATION	80.00
01-0812-0-8690-	-	-	-	-	0415-		80.00				
BA22-0002980	Posted	(0151-2) LEONARDO DA VINCI K-	7257	Check	06/28/22	18230			BA0000294	Donation Office Depot overag	98.46
01-0812-0-8690-	-	-	-	-	0151-		98.46				
Total for Sacramento City Unified School District											1,378.46

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	1,378.46
Fund 01 - General Fund		1,378.46
Fiscal Year 2022		
Total for Sacramento City Unified School District		1,378.46

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 6/1/2022, Ending Receipt Date = 6/30/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

BOTW AP - Bank of the West (AP)												
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount	
BW22-0001108	Posted	(3425) UNITED WAY CALIFORNIA	7196	Check	06/03/22	61565			BOTW060722	G.W.CARVER DONATIONS,	136.05	
09-0812-0-8690-	-	-	-	-	-0505-		136.05					
BW22-0001109	Posted	(3425) UNITED WAY CALIFORNIA	7196	Check	06/03/22	61564			BOTW060722	G.W.CARVER DONATIONS,	104.00	
09-0812-0-8690-	-	-	-	-	-0505-		104.00					
BW22-0001110	Posted	(3425) UNITED WAY CALIFORNIA	7196	Check	06/03/22	61567			BOTW060722	G.W.CARVER DONATIONS,	104.02	
09-0812-0-8690-	-	-	-	-	-0505-		104.02					
BW22-0001111	Posted	(3425) UNITED WAY CALIFORNIA	7196	Check	06/03/22	61566			BOTW060722	G.W.CARVER DONATIONS,	1.43	
09-0812-0-8690-	-	-	-	-	-0505-		1.43					
BW22-0001127	Posted	(000688) SCHOOLS FIRST FEDEF	7220	Check	06/10/22	230516			BOTW061522	DEPUTY SUPT OFFICE, SCH	3,000.00	
01-0812-0-8690-	-	-	-	-	-0723-		3,000.00					
BW22-0001139	Posted	(000670) THE BLACKBAUD GIVIN	7260	Check	06/16/22	1110212375			BOTW062222	Donations, Blackbaud Giving I	57.70	
09-0812-0-8690-	-	-	-	-	-0185-		57.70					
BW22-0001154	Posted	The Catholic Foundation	7261	Check	06/23/22	111121			BOTW062822	Donation, The Catholic Found	500.00	
01-0812-0-8690-	-	-	-	-	-0708-		500.00					
BW22-0001218	Posted	(3425) UNITED WAY CALIFORNIA	7323	Correction	06/30/22	80413				1300811218 RTRND CK 8041	104.00-	
09-0812-0-8690-	-	-	-	-	-0505-		104.00-					
Total for Sacramento City Unified School District											5,177.66	

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	3,500.00
Fund 01 - General Fund		3,500.00
09-8690	Donation Board Acknowledgement	299.20
Fund 09 - Charter School		299.20
Total for Sacramento City Unified School District		5,177.66

Org Recap	
Sacramento City Unified School District	
C - Check	1,298.46
E - Electronic Funds Xfer	80.00

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 6/1/2022, Ending Receipt Date = 6/30/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

BOTW AP - Bank of the West (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount

Org Recap

Sacramento City Unified School District (continued)

C - Check	3,903.20
Z - Correction	104.00-
Total Receipts	5,177.66
Report Total	5,177.66

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 6/1/2022, Ending Receipt Date = 6/30/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE

BOTW AP - Bank of the West (AP)

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BW23-0000050	Open	(000670) THE BLACKBAUD GIVIN	0	Check	07/27/22	1110212427				Donation, The BlackBaud Fun	300.00
01-0812-0-8690-		- - - -0410-				300.00					

Total for Sacramento City Unified School District 300.00

Fund-Object Recap

01-8690	Donation Board Acknowledgement	300.00
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Fund 01 - General Fund 300.00

Total for Sacramento City Unified School District 300.00

Org Recap

Sacramento City Unified School District

C - Check	300.00
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Report Total	<u><u>300.00</u></u>
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* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 7/1/2022, Ending Receipt Date = 7/31/2022, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group =)

ESCAPE ONLINE



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1d

Meeting Date: September 8, 2022

Subject: Approve the Updated 2022-2025 Title I Nonprofit, Private School (NPS) Consortium Memorandum of Understanding for Students Attending NPSs

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

Division: Deputy Superintendent/State and Federal Programs

Recommendation: Approve the 2022-25 Title I NPS Consortium Memorandum of Understanding

Background/Rationale:

ESEA law requires that districts that receive Title I funds must provide equitable services to non-profit, private schools that wish to participate in the Title I program.

Each district is responsible for contacting non-profit, private schools in their district and neighboring districts and inviting them to participate in the Title I program. A participating school will receive Title I services based on the number of students who live in the attendance area of district Title I funded public schools and are identified as "low Income" by a measure comparable to free/reduced lunch.

This MOU allows neighboring districts to share the responsibilities of consultation and providing Title I services to non-profit, private schools. This is extremely relevant when districts must provide services to students attending private schools in neighboring districts. Under the MOU, each district can design a program for any qualifying student regardless of their district of residence. The MOU allows districts to share required data, consultation decisions, direct services to students and to invoice each other for Title I funding to cover the services provided.

Financial Considerations: For the 2022-23 school year, the District has project a total of \$272,308 in Title I funding for the required private school set aside.

LCAP Goal(s): College and Career Ready Students.

Documents Attached:

1. 2022-25 Sacramento Region 3 Title I Nonprofit, Private School (NPS) Consortium Memorandum of Understanding for Students Attending Nonprofit Private Schools
2. MOU Considerations

Estimated Time of Presentation: N/A

Submitted by: Lisa Allen, Deputy Superintendent

Kelley Odipo, Director, State & Federal Programs

Approved by: Jorge Aguilar, Superintendent

**Sacramento Region 3 Title I Nonprofit, Private School (NPS) Consortium
Memorandum of Understanding
For Students Attending Nonprofit Private Schools (NPS)
School Years 2022/23-2024/25**

In an effort to provide equitable services to Title I, Part A-eligible students enrolled in nonprofit private schools (NPS) in the region, school districts involved in the Sacramento Region 3 Title I NPS Consortium agree to cooperate according to this Memorandum of Understanding. School districts included in this Memorandum of Understanding are Elk Grove, Folsom-Cordova, Robla, Sacramento City, San Juan, Twin Rivers, and Washington Unified. This Memorandum of Understanding does not apply to the identified school districts' other federal programs in which private schools may participate.

Notification to Nonprofit Private Schools

In the spring (March-May) of each school year, each Consortium district shall send a common invitation to participate in the Title I Program to all nonprofit private schools located within each districts' attendance boundaries. The Districts agree to specify within that letter a deadline for response from the nonprofit private schools. Nonprofit private schools that do not respond affirmatively by the specified date or that decline to participate will not be eligible to receive Title I funding or services until the next school year. Nonprofit private schools choosing to participate via timely response in the affirmative will be included as participating schools in the District's Consolidated Application to the California Department of Education. Nonprofit private schools choosing to participate will also be considered as participating schools with all other districts in this consortium. Nothing in this section precludes districts from sending letters to schools in contiguous districts/counties not in the consortium as required by Federal guidelines.

Definitions

District of Attendance: The district in which a nonprofit **private school is located**.

District of Residence: The district in which a nonprofit private school **student** is located.

Eligibility: Refers to students living within a Title I public school boundary, with family income qualifying through the Title I Family Income Survey. These "eligible" students generate the Title I budget for that nonprofit private school.

Qualified: Refers to students who live within a Title I public school boundary and, if below standard on the required measures, are able to be served in the Title I program while attending that nonprofit private school.

Student Eligibility and Services

If a Title I qualified student's District of Residence differs from the District of Attendance, the Consortium Districts shall communicate all pertinent information and ensure that the student receives appropriate services as outlined in the nonprofit private school Title I plan in the District of Attendance.

The District of Attendance shall consult with the nonprofit private school representative in the District of Attendance in planning the instructional program, and shall be responsible for the provision and monitoring of services to qualified students.

The District of Residence shall agree to the services for their qualified students chosen and provided by the District of Attendance.

The District of Residence shall provide payment at its own per student Title I allocation rate for each of its income eligible students as reported by the District of Attendance. The district of residence shall pay to the District of Attendance a 5% administration fee based on per-pupil participation as determined by eligibility count. Appropriate verification of addresses and income shall be provided as required.

As required by law, nonprofit private schools shall be administered as Title I Targeted Assistance Schools. Students qualified to receive Title I services shall be determined by criteria used by the District of Attendance.

Evaluation

The District of Attendance shall be responsible for the evaluation of Title I programs and services in nonprofit private schools and shall conduct appropriate assessments of student progress. Program assessment results shall be sent to the District of Residence and kept on file by both districts. Individual student assessments shall be kept at the school and made available for review as needed.

Term for MOU

The term of this Memorandum of Understanding shall be effective after July 1, 2022 and upon signature of participating Districts, and shall continue through June 30, 2025. Any school district participating in this Consortium may terminate participation by giving 30 days written notice of termination to the other parties thereto.

Signature Pages Attached

Separate signature pages from each participating district are attached to this document. The MOU is not valid unless all signature pages are attached.

Elk Grove Unified School District: Christopher R. Hoffman, Superintendent

Folsom-Cordova Unified School District: Dr. Sarah Koligian, Superintendent

Robla School District: Ruben Reyes, Superintendent

Sacramento City Unified School District: Jorge Aguilar, Superintendent

San Juan Unified School District: Kent Kern, Superintendent

Twin Rivers Unified School District: Dr. Steven Martinez, Superintendent

Washington Unified School District: Dr. Cheryl Hildreth, Superintendent

**Sacramento Region 3 Title I Nonprofit, Private School (NPS) Consortium
Memorandum of Understanding**

LETTER OF AGREEMENT

The Sacramento City Unified School District wishes to participate in the Consortium and agrees to comply with the *terms of this Memorandum of Understanding* for the 2022-2025 school years.

Jorge A. Aguilar
Superintendent, Sacramento City Unified School District

Date

MOU Considerations

NONPROFIT PRIVATE SCHOOLS

WITHOUT MOU	WITH MOU
<p>Districts send invitations to participate in their Title I programs to private schools in their own districts and adjacent outside districts.</p> <p>Districts must consult and implement Title I programs with all In-District and Outside-District private schools that accept the invitation to participate.</p> <p>Non-MOU districts will be responsible for consulting with private schools and implementing Title I programs in other districts. MOU districts will not provide services to students who reside in Non-MOU districts.</p>	<p>Districts send invitations to participate in Title I programs to private schools in their districts (In-District) and to private schools in adjacent districts that are not members of the MOU (Non-MOU Districts).</p> <p>MOU districts consult and implement Title I programs for private schools within their own districts, invoicing other MOU districts for services based on the numbers of eligible low income resident students from MOU districts (if at least one Title I qualified resident student is served).</p>
<p>Districts of Residence are responsible for identifying all eligible (low income) and qualified (low achieving) students from In-District and Outside-District private schools accepting services.</p>	<p>Districts of Attendance are responsible for identifying eligible and qualified students from In-District private schools and any Outside-Non-MOU private schools.</p>
<p>Districts of Residence provide budgets and services directly to the Outside-District private schools after consultation and verification of eligible and qualified resident students.</p>	<p>Districts of Attendance provide budget and services to In-District private schools. Districts of Residence provide payment to the District of Attendance based on the number of their resident low-income students (when at least one resident student served).</p>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1e

Meeting Date: September 8, 2022

Subject: Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the Period of June 1-30, 2022 and July 1-31, 2022.

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

Division: Business Services

Recommendation: Approve attached list of warrants and checks.

Background/Rationale: The detailed list of warrants, checks and electronic transfers issued for the period of June 1-30, 2022 and July 1-31, 2022 are available for the Board members upon request.

Financial Considerations: Normal business items that reflect payments from district funds.

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

Documents Attached:

1. Warrants, Checks and Electronic Transfers – June 1-30, 2022
2. Warrants, Checks and Electronic Transfers – July 1-31, 2022

Estimated Time: N/A

Submitted by: Rose F. Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97405688 - 97406952	1265 items	\$ 24,915,529.19
		General (01)	\$ 21,027,621.02
		Charter (09)	\$ 57,691.92
		Adult Education (11)	\$ 45,968.49
		Child Development (12)	\$ 211,178.62
		Cafeteria (13)	\$ 1,477,333.31
		Deferred Maintenance (14)	
		Building (21)	\$ 567,678.12
		Developer Fees (25)	\$ 1,880.00
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	\$ 12,529.98
		Self Ins Dental/Vision (68)	\$ 1,484,418.00
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 29,229.73
Alternate Cash Revolving Checks	00002126 - 00002134	9 items	\$ 17,254.23
		General (01)	\$ 5,458.88
		Charter (09)	
		Adult Education (11)	
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
Self Ins Dental/Vision (68)			
Retiree Benefits (71)			
Payroll Revolving (76)	\$ 11,795.35		
Payroll and Payroll Vendor Warrants	97877959 - 97880087	2129 items	\$ 9,279,601.00
		General (01)	\$ 3,878,052.90
		Charter (09)	\$ 53,044.67
		Adult Education (11)	\$ 20,510.11
		Child Development (12)	\$ 42,612.47
		Cafeteria (13)	\$ 149,360.95
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	\$ 125.20
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 5,135,894.70

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
Payroll ACHs and Payroll Vendor EFTs	ACH 01447482 - 01452912 EFT 00000096 - 00000099	5435 items	\$ 43,941,226.66
		General (01)	41,650,138.07
		Charter (09)	712,421.33
		Adult Education (11)	216,757.41
		Child Development (12)	579,385.17
		Cafeteria (13)	639,143.82
		Deferred Maintenance (14)	-
		Building (21)	55,223.58
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	18,188.07
		Self Ins Dental/Vision (68)	9,306.65
		Retiree Benefits (71)	-
Payroll Revolving (76)	60,662.56		
County Wire Transfers for Benefit, Debt & Tax	9700349718 - 9700349745	28 items	\$ 28,356,126.18
		General (01)	\$ 14,413.97
		Charter (09)	
		Adult Education (11)	
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 28,341,712.21
Total	8866 items	\$ 106,509,737.26	

Warrants, Checks and Electronic Funds Transfers

July 2022

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97406953 - 97407713	761 items	\$ 22,540,452.26
		General (01)	\$ 17,980,637.41
		Charter (09)	\$ 68,548.58
		Adult Education (11)	\$ 86,506.13
		Child Development (12)	\$ 62,540.92
		Cafeteria (13)	\$ 653,770.63
		Deferred Maintenance (14)	
		Building (21)	\$ 3,659,700.17
		Developer Fees (25)	\$ 3,300.70
		Mello Roos Capital Proj (49)	\$ 7,333.96
		Self Insurance (67)	\$ 12,010.95
		Self Ins Dental/Vision (68)	\$ 143.92
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 5,958.89
Alternate Cash Revolving Checks	00002135 - 00002136	2 items	\$ 7,128.82
		General (01)	\$ 887.50
		Charter (09)	
		Adult Education (11)	
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 6,241.32
Payroll and Payroll Vendor Warrants	97880088 - 97881057	970 items	\$ 1,756,446.85
		General (01)	\$ 958,768.52
		Charter (09)	\$ 27,771.11
		Adult Education (11)	\$ 4,330.32
		Child Development (12)	\$ 12,085.77
		Cafeteria (13)	\$ 45,869.35
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	
		Cafeteria Enterprise (61)	
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
Payroll Revolving (76)	\$ 707,621.78		

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
Payroll ACHs and Payroll Vendor EFTs	ACH 01457213 - 01463615 EFT 00000100 - 00000104	6407 items	\$ 14,817,381.06
		General (01)	13,494,832.97
		Charter (09)	403,283.13
		Adult Education (11)	140,296.74
		Child Development (12)	317,012.41
		Cafeteria (13)	336,325.55
		Deferred Maintenance (14)	.00
		Building (21)	38,429.85
		Developer Fees (25)	25.79
		Mello Roos Capital Proj (49)	.00
		Cafeteria Enterprise (61)	.00
		Self Insurance (67)	14,780.61
		Self Ins Dental/Vision (68)	5,818.63
		Retiree Benefits (71)	.00
Payroll Revolving (76)	66,575.38		
County Wire Transfers for Benefit, Debt & Tax	9700349746 - 9700349761	16 items	\$ 4,886,975.13
		General (01)	\$ 17,347.59
		Charter (09)	
		Adult Education (11)	
		Child Development (12)	
		Cafeteria (13)	
		Deferred Maintenance (14)	
		Building (21)	
		Developer Fees (25)	
		Mello Roos Capital Proj (49)	\$ 1,248,987.00
		Self Insurance (67)	
		Self Ins Dental/Vision (68)	
		Retiree Benefits (71)	
		Payroll Revolving (76)	\$ 3,620,640.54
Total	8156 items	\$	44,008,384.12



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1

Meeting Date: September 8, 2022

Subject: Business and Financial Information

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

Division: Business Services

Recommendation: Receive business and financial information.

Background/Rationale: Purchase Order Board Report for the Period of May 15, 2022 through June 14, 2022 and June 15, 2022 through July 14, 2022.

Financial Considerations: Reflects standard business information.

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

Documents Attached:

1. Purchase Order Board Report for the Period of May 15, 2022 through June 14, 2022
2. Purchase Order Board Report for the Period of June 15, 2022 through July 14, 2022

Estimated Time: N/A

Submitted by: Rose F. Ramos, Chief Business and Operations Officer

Approved by: Jorge A. Aguilar, Superintendent

Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00840	BECK'S SHOES INC	SAFETY SHOES FOR NS STAFF SY21-22	NUTRITION SERVICES DEPARTMENT	13	24,954.70
B22-00842	REGINA FUNK	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B22-00843	TUCS EQUIPMENT	CK COOK CHILL EQUIPMENT REPAIR SY21-22	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B22-00844	US FOODSERVICE	FOOD FOR CENTRAL KITCHEN SY21-22	NUTRITION SERVICES DEPARTMENT	13	5,000.00
B22-00845	CON AGRA FOOD SALES INC	QUESADILLAS FOR SY21-22	NUTRITION SERVICES DEPARTMENT	13	10,000.00
CHB22-00413	ODP BUSINESS SOLUTIONS LLC	Office Depot Title 1	PARKWAY ELEMENTARY SCHOOL	01	14,770.14
CHB22-00414	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT	JOHN BIDWELL ELEMENTARY	01	5,725.38
CHB22-00415	ODP BUSINESS SOLUTIONS LLC	Office Depot LCFF	PARKWAY ELEMENTARY SCHOOL	01	6,965.30
CS22-00265	TUTOR ME LA LLC	FOSTER YOUTH TUTORING 2021-2022 FY	FOSTER YOUTH SERVICES PROGRAM	01	131,359.60
CS22-00401	CONSORTIUM ON REACHING EXCELLENCE IN EDUCATION INC	CORE CONSULTING SERVICES	ETHEL I. BAKER ELEMENTARY	01	32,633.34
CS22-00402	STERICYCLE INC	SHREDDING SERVICES FOR OFFICE	FERN BACON MIDDLE SCHOOL	01	524.02
CS22-00403	EXPLORIT SCIENCE CENTER	EXPLORIT SCIENCE CTR-FAMILY MATH & SCIENCE NIGHT	CAMELLIA BASIC ELEMENTARY	01	965.00
CS22-00404	CENTER FOR CITIES + SCHOOLS UC BERKELEY	PD SUPPORTS CAREER PATHWAY DEVELOPMENT	CAREER & TECHNICAL PREPARATION	01	50,000.00
CS22-00405	SCOE OUTREACH AND TECHNICAL ASSISTANCE NETWORK (OTAN)	OTAN/CANVAS MOU	CHARLES A. JONES CAREER & ED	11	501.60
CS22-00406	AURORA ENVIRONMENTAL SERVICES	AURORA ENVIRONMENTAL - ASBESTOS RESPONSE	RISK MANAGEMENT	01	51,904.69
CS22-00407	DWIGHT TAYLOR SR	STAFF & STUDENT SESSIONS	KIT CARSON INTL ACADEMY	01	5,000.00
CS22-00408	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	SEIS RENEWAL (YEAR 3 OF 3)	SPECIAL EDUCATION DEPARTMENT	01	66,774.00
CS22-00409	GRACE MACDOWELL	INDEPENDENT EDUCATIONAL EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	2,000.00
CS22-00410	WARREN CONSULTING ENGINEERS	PHOEBE HEARST PKING LOT-TOPO SURVEY	FACILITIES MAINTENANCE	01	7,500.00
CS22-00411	CALIFORNIA WEEKLY EXPLORER INC	WALK THROUGH PRESENTATION BY CA WEEKLY EXPLORER	ABRAHAM LINCOLN ELEMENTARY	01	864.99
CS22-00412	WARREN CONSULTING ENGINEERS	0530-442 LBURBANK POOL-ADDTL SURVEYING	FACILITIES SUPPORT SERVICES	21	1,200.00
CS22-00413	NATIONAL ANALYTICAL LAB INC	454-1 SHADE STRUCTURE GRP 1A-ASB & LEAD BLDG INSP	FACILITIES SUPPORT SERVICES	01	1,235.00
				01	805.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS22-00414	NATIONAL ANALYTICAL LAB INC	454-1/SHADE STRUCT 1B-TEST BIRNEY/BIDWELL/SLOAT	FACILITIES SUPPORT SERVICES	01	2,215.00
				01	845.00
CS22-00415	NATIONAL ANALYTICAL LAB INC	455-1/SHADE GRP 2A/CWENZ/JSTILL/LDV TESTING	FACILITIES SUPPORT SERVICES	01	3,060.00
CS22-00416	SAXELBY ACOUSTICS	0520-442 HJHS BASEBALL - CEQA NOISE/VIBRATION	FACILITIES SUPPORT SERVICES	21	3,150.00
CS22-00417	NATIONAL ANALYTICAL LAB INC	455-2 SHADE STRUCT 2B/EWARREN/MTWAIN/RPAR KS-TEST	FACILITIES SUPPORT SERVICES	01	4,080.00
CS22-00418	WARREN CONSULTING ENGINEERS	0455 SHADE STRUCTURE GRP 2B-SURVEYING @ RPARKS	FACILITIES SUPPORT SERVICES	01	4,300.00
CS22-00419	CURRICULUM ASSOCIATES LLC	I-READY PROFESSIONAL DEVELOPMENT	H.W. HARKNESS ELEMENTARY	01	1,750.00
CS22-00420	NORCAL SCHOOL OF THE ARTS	MUSIC INTEGRATION CLASSES UNIT 2 - NORCAL SOTA	WILLIAM LAND ELEMENTARY	01	3,720.00
CS22-00421	INTEGRATED INSPECTION LLC	0350-418 GDIDION PLYGRND-IN PLANT INSPECT SERV	FACILITIES SUPPORT SERVICES	21	1,950.00
CS22-00422	TMG ENERGI SOLUTIONS INC	PRE CONST EMERGENCY STANDBY GENERATOR PROPOSAL	FACILITIES SUPPORT SERVICES	21	49,950.00
CS22-00423	MAYA ELLEN COLEMAN FIVE FIFTHS YOUTH PROGRAM	After Close - SEL Support	YOUTH DEVELOPMENT	01	6,000.00
CS22-00424	WARREN CONSULTING ENGINEERS	0520-433 HJHS SURVEY SERVICES - SMUD EASEMENT	FACILITIES SUPPORT SERVICES	21	2,750.00
				21	2,750.00
CS22-00425	DANIELLE CHRISTY dba INCLUSIVE LY MINDED	INDEPENDENT EDUCATIONAL EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
CS22-00426	SCOE	SCOE – 12 Any Given Child Residencies	MUSIC SECTION	01	5,880.00
CS22-00427	FRANKLIN COVEY CLIENT SALES	LEADER IN ME, MEMBERSHIP & COACHING	H.W. HARKNESS ELEMENTARY	01	12,100.00
CS22-00428	DATAWORKS EDUCATIONAL RESEARCH	DATA WORKS PROFESSIONAL DEVELOPEMENT	PACIFIC ELEMENTARY SCHOOL	01	6,970.00
CS22-00429	DLR GROUP	PHOEBE HEARST ES PARKING LOT RESTRIPIING PROJECT	FACILITIES SUPPORT SERVICES	01	10,000.00
CS22-00430	KCB INVESTMENTS LLC	0490-453 SUTTER GYM HVAC REPLACE-IOR SERV	FACILITIES SUPPORT SERVICES	01	12,600.00
CS22-00431	KCB INVESTMENTS LLC	0450-453 KIT CARSON HVAC REPLACE-IOR SERV	FACILITIES SUPPORT SERVICES	01	12,600.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS22-00432	KCB INVESTMENTS LLC	0350-418 GDIDION PLYGRND-INSPECTION SERV	FACILITIES SUPPORT SERVICES	21	11,400.00
CS22-00433	KCB INVESTMENTS LLC	452-1 DIST HYDR PH 2 GRP 1-IOR SERV	FACILITIES SUPPORT SERVICES	01	9,000.00
CS22-00434	KCB INVESTMENTS LLC	0530-442 LBURBANK POOL REPLACE-INSPECTION SERV	FACILITIES SUPPORT SERVICES	21	66,500.00
CS22-00435	KCB INVESTMENTS LLC	0104-416 ELDER CREEK -DSA INSPECTION ACCESS ONLY	FACILITIES SUPPORT SERVICES	21	11,400.00
CS22-00436	MIZINSKI CONTRACTING & ENGINEE RING INC	441 HVAC CONTROLLERS CONSULTING SERVICES	FACILITIES SUPPORT SERVICES	01	833.75
CS22-00437	CURRICULUM ASSOCIATES LLC	IREADY ASSESSMENT/INSTRUCTION SITE LICENSE	ABRAHAM LINCOLN ELEMENTARY	01	27,100.00
CS22-00438	KCB INVESTMENTS LLC	454-1 SHADE STRUCT GRP 1A & 1B-IOR SERVICES	FACILITIES SUPPORT SERVICES	01	16,910.00
CS22-00439	LANDMARK MODERNIZATION CONTR d ba LANDMARK CONSTRUCTION	0525-442-2 JFK C-WING HVAC-PRECON SERV	FACILITIES SUPPORT SERVICES	01	10,636.00
CS22-00440	JOHN F OTTO INC	0530-442 LBURBANK POOL REPLACE-PRECON SERV	FACILITIES SUPPORT SERVICES	21	25,000.00
CS22-00441	JESSE ARORA STRUCTURED SPORTS DEVELOPMENT	ASSIST RECESS ENHANCEMENT STRUCTURED PROGRAM	PACIFIC ELEMENTARY SCHOOL	01	8,720.00
CS22-00442	THE RACE AND GENDER EQUITY PRO JECT	FYS Professional Development Retreat	FOSTER YOUTH SERVICES PROGRAM	01	9,375.00
CS22-00443	INTEGRATED INSPECTION LLC	454 SHADE STRUCTURE PHASE 2 WELDING INSPECTION	FACILITIES SUPPORT SERVICES	01	15,600.00
CS22-00444	EAST BAY ASIAN YOUTH CENTER	ROCKEFELLER FUNDS - CIRCLE KEEPERS PROGRAM	LUTHER BURBANK HIGH SCHOOL	01	10,000.00
CS22-00445	MINDFUL STRATEGIES INC	Mindful Strategies	MUSIC SECTION	01	5,000.00
				01	5,000.00
CS22-00446	SACRAMENTO CHINESE COMMUNITY	ADDITIONAL STUDENT SERVICES/PROGRAMMING	ALBERT EINSTEIN MIDDLE SCHOOL	01	10,244.10
CS22-00447	SACRAMENTO CHINESE COMMUNITY	ASES Staff Support in vacant positions	PETER BURNETT ELEMENTARY	01	12,105.62
CS22-00448	PILOT CITY INC	COLLEGE & CAREER CONTRACTS	CONTINUOUS IMPRVMT & ACNTBLTY	01	45,085.00
CS22-00449	BOOKNOOK INC.	TUTORING SERVICES (VIRTUAL)	SPECIAL EDUCATION DEPARTMENT	01	86,500.00
				01	555,000.00
CS22-00453	JOHN F OTTO INC dba OTTO CONST RUCTION	0490-453 SUTTER GYM HVAC REPLACE-PRECON SERV	FACILITIES SUPPORT SERVICES	01	25,000.00
CS22-00454	NACHT & LEWIS ARCHITECTS INC	0410-409 AEINSTEIN CORE-ARCH SERV	FACILITIES SUPPORT SERVICES	21	668,813.00

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS23-00001	PILOT CITY INC	COLLEGE & CAREER CONTRACTS	CONTINUOUS IMPRVMT & ACNTBLTY	01	96,000.00
CS23-00018	ATVANTAGE LLC	ATHLETIC TRAINERS - 6 COMP HS & WEST CAMPUS 22-23	EQUITY, ACCESS & EXCELLENCE	01	61,425.00
CS23-00028	LIONAKIS	460 EKEMBLE/CCHAVEZ NEW CONST-ARCH SERV	FACILITIES SUPPORT SERVICES	21	3,910,000.00
CS23-00042	SWINERTON MNGMNT & CONSULTING	FBAACON/AEINSTEIN/JSTILL HVAC-PRECON SERV	FACILITIES SUPPORT SERVICES	01	7,500.00
CS23-00114	KITCHELL CEM INC	460 CCHAVEZ/EKEMBLE NEW CONST-CM SERV	FACILITIES SUPPORT SERVICES	21	2,790,300.00
CS23-00126	CITY YEAR INC	CITY YEAR CONTRACT 2022-2023	EQUITY, ACCESS & EXCELLENCE	01	907,500.00
N22-00059	MOUNTAIN VALLEY CHILD & FAMILY SERVICES	RESIDENTIAL PLACEMENT	SPECIAL EDUCATION DEPARTMENT	01	11,795.25
P22-03756	AMADOR STAGE LINES INC	After Close AMADOR STAGE CHARTER BUS	ISADOR COHEN ELEMENTARY SCHOOL	01	1,461.00
P22-03757	KAMRON LEWIS dba CONSCIOUS MIN DZ	Hip Hop Performer for May 21, 2022 Event	COMMUNICATIONS OFFICE	01	200.00
P22-03758	DAMION JONES	REIMBURSEMENT PER OAH#2021060288	SPECIAL EDUCATION DEPARTMENT	01	360.00
P22-03759	NEHLA BUCHANAN	REIMBURSEMENT PER OAH#2020090031	SPECIAL EDUCATION DEPARTMENT	01	472.50
P22-03760	DELTA WIRELESS INC	WALKIE-TALKIES FOR SAFETY	FATHER K.B. KENNY - K-8	01	2,749.74
P22-03761	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT DEPT	HAZARDOUS MATLS	ROSEMONT HIGH SCHOOL	01	664.00
P22-03762	LUX BUS AMERICA CO	ATHLETIC TRANSPORTATION	ROSEMONT HIGH SCHOOL	01	1,400.65
P22-03763	ONE STOP TRUCK SHOP	SHELVING & STORAGE UNIT FOR LOCKSMITH TRUCK	FACILITIES MAINTENANCE	01	7,531.29
P22-03764	CDW GOVERNMENT	CLASSROOM PROJECTOR REPLACEMENTS	ETHEL PHILLIPS ELEMENTARY	01	1,302.83
P22-03765	SCUSD - US BANK CAL CARD	INSTRUCTIONAL MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	599.90
P22-03766	AMAZON CAPITAL SERVICES	INST SUPPLIES FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	699.47
P22-03767	CDW GOVERNMENT	Teves Printer	PARKWAY ELEMENTARY SCHOOL	01	261.99
P22-03768	AMAZON CAPITAL SERVICES	BACKPACK	PARKWAY ELEMENTARY SCHOOL	01	2,047.35
P22-03769	AMAZON CAPITAL SERVICES	HANDWORK SUPPLIES	A. M. WINN - K-8	01	1,568.28
P22-03770	BOOKS EN MORE	BOOK- SOCIAL SCIENCE/ELA	HIRAM W. JOHNSON HIGH SCHOOL	01	1,764.33
P22-03771	GREEN ACRES NURSERY & SUPPLY	BLANKET FOR GREEN ACRES	THEODORE JUDAH ELEMENTARY	01	400.10
P22-03772	GBC GENERAL BINDING CORP	Laminator for use in classroom	PARKWAY ELEMENTARY SCHOOL	01	2,023.07
P22-03773	GLOBAL EQUIPMENT CO INC	Clothes Racks & ShelvingDO NOT CANCEL	GENEVIEVE DIDION ELEMENTARY	01	912.07

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03774	OFFICE DEPOT	STUDENT SUPPLIES DO NOT CANCEL	HOLLYWOOD PARK ELEMENTARY	01	6,417.16
P22-03775	PARTNERS IN LEARNING PROGRAM	PBIS	PARKWAY ELEMENTARY SCHOOL	01	3,860.91
				01	407.54
P22-03776	VISTA CHILD THERAPY LLC	AGENCY SERVICE (OT-SETTLEMENT)	SPECIAL EDUCATION DEPARTMENT	01	1,015.00
P22-03778	SCHOOL SPECIALTY	FURNITURE FOR TEACHERS DO NOT CANCEL	ISADOR COHEN ELEMENTARY SCHOOL	01	1,300.82
P22-03779	SCHETTER ELECTRIC LLC	MATERIALS/UPGRADE ELECTRIC-ECD PATHWAY CLROOM@RHS	CAREER & TECHNICAL PREPARATION	01	19,911.00
P22-03780	POCKET NC CO	DESKTOP MILLING MACHINE/ACCESSORIES-E.V ALADEZ @JFK	CAREER & TECHNICAL PREPARATION	01	12,684.34
P22-03781	SACRAMENTO CHINESE COMMUNITY	PAY INVOICE-THE CENTER-KINDER ENRICHMENT PROGRAM	JOHN CABRILLO ELEMENTARY	01	12,172.88
P22-03782	SACRAMENTO CHINESE COMMUNITY	After Close The Center Invoice	HIRAM W. JOHNSON HIGH SCHOOL	01	1,680.67
P22-03783	GBC GENERAL BINDING CORP	Laminator Invoice DO NOT CANCEL	THEODORE JUDAH ELEMENTARY	01	545.90
P22-03784	JOSTENS INC	CLASS OF 2022 COVERS FOR DIPLOMAS	KIT CARSON INTL ACADEMY	01	314.46
P22-03786	GREAT MINDS PBC	STUDENT MATERIALS	JOHN D SLOAT BASIC ELEMENTARY	01	403.18
P22-03787	LAKESHORE LEARNING MATERIALS	SANTOS TEACHER SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	217.70
				01	31.90
P22-03788	TROXELL COMMUNICATIONS INC	SOUND SYSTEM FOR SCHOOL ASSEMBLY	GEO WASHINGTON CARVER	09	4,301.07
P22-03789	GOPHER SPORT	EQUIPMENT FOR PHYSICAL EDUCATION	HOLLYWOOD PARK ELEMENTARY	01	3,157.40
P22-03790	AMAZON CAPITAL SERVICES	TV ANTENNA FOR NS WHSE BRKROOM	NUTRITION SERVICES DEPARTMENT	13	65.24
P22-03791	3 FORTY INC	Community Event May 21, 2022 Stage & Sound Rental	COMMUNICATIONS OFFICE	01	4,400.00
P22-03792	SELPA ADMINISTRATORS Humbolt - Del Norte SELPA	SELPA DUES (2022-2023)	SPECIAL EDUCATION DEPARTMENT	01	1,660.00
P22-03793	ALLIANCE REDWOODS CONF GROUNDS	waiting for packet approval 6TH GRADE SCIENCE CAMP	BG CHACON ACADEMY	01	23,895.00
P22-03794	AMAZON CAPITAL SERVICES	AMAZON - (SUPPLIES/ MATERIALS)	STUDENT SUPPORT&HEALTH SRVCS	01	432.54
P22-03795	SCUSD - US BANK CAL CARD	GARDEN SUPPLIES	ROSEMONT HIGH SCHOOL	01	2,308.43
P22-03796	SCUSD - US BANK CAL CARD	ASSIST TECH (O&M PROGRAM ITINERANT)	SPECIAL EDUCATION DEPARTMENT	01	6,525.00
P22-03797	AMAZON CAPITAL SERVICES	AMAZON - (SUPPLIES/ MATERIALS)	STUDENT SUPPORT&HEALTH SRVCS	01	909.44

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03798	AMAZON CAPITAL SERVICES	AMAZON - (SUPPLIES/ MATERIALS)	STUDENT SUPPORT&HEALTH SRVCS	01	361.98
P22-03799	AMAZON CAPITAL SERVICES	PURCHASING ADDITIONAL LEARNING MATERIALS	ISADOR COHEN ELEMENTARY SCHOOL	01	2,367.81
P22-03800	AMAZON CAPITAL SERVICES	Teacher Inst.	PARKWAY ELEMENTARY SCHOOL	01	305.79 254.29
P22-03801	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES/SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	1,183.84
P22-03802	AMAZON CAPITAL SERVICES	INST SUPPLIES FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	1,257.61
P22-03803	AMAZON CAPITAL SERVICES	SPED AMAZON ORDER 2021-22	AMERICAN LEGION HIGH SCHOOL	01	709.96
P22-03804	SADDLEBACK EDUCATIONAL INC	DIGITAL BOOKS FOR ELD STUDENTS - S. PELLA	JOHN F. KENNEDY HIGH SCHOOL	01	1,930.61
P22-03805	MULTI-HEALTH SYSTEMS INC	DIGITAL PSYCHOLOGICAL ASSESSMENT MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	15,250.00
P22-03806	PERLMUTTER PURCHASING POWER	Camera	PARKWAY ELEMENTARY SCHOOL	01	995.06
P22-03807	TROXELL COMMUNICATIONS INC	Room 10 Projector System Quote with Install	NEW JOSEPH BONNHEIM	09	224.57
P22-03808	TROXELL COMMUNICATIONS INC	24/25 PROJECTOR MOUNTS	JAMES W MARSHALL ELEMENTARY	09	1,156.91
P22-03809	HEART ZONES INC	HEART ZONES FOR P. E. CLASSES	JOHN F. KENNEDY HIGH SCHOOL	01	937.45 1,750.00 15,301.93
P22-03810	AMAZON CAPITAL SERVICES	PBIS Store Amazon 3	PARKWAY ELEMENTARY SCHOOL	01	240.08
P22-03811	FAMILY COOKBOOK PROJECT LLC	SEL Family Cookbook Project	GENEVIEVE DIDION ELEMENTARY	01	6,531.53
P22-03812	KRISTEN JORDAN	SETTLEMENT PAYMENT OAH2020090508	SPECIAL EDUCATION DEPARTMENT	01	2,926.00
P22-03813	CDW GOVERNMENT	REPLACEMENT KEYBOARD FOR NS ADMIN	NUTRITION SERVICES DEPARTMENT	13	222.75
P22-03814	AMAZON CAPITAL SERVICES	HOMELESS STUDENT EMERGENCY CLOTHING	HIRAM W. JOHNSON HIGH SCHOOL	01	3,456.27
P22-03815	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	1,413.80
P22-03816	AMAZON CAPITAL SERVICES	MEDIA DONATION AMAZON ORDER	PACIFIC ELEMENTARY SCHOOL	01	1,096.35
P22-03817	AMAZON CAPITAL SERVICES	SPED AMAZON ORDER 2 2021-22	AMERICAN LEGION HIGH SCHOOL	01	514.73
P22-03818	AMAZON CAPITAL SERVICES	AMAZON - (SUPPLIES/ MATERIALS)	STUDENT SUPPORT&HEALTH SRVCS	01	1,044.30
P22-03819	DIGICOACH INC	DIGICOACH	JOHN H. STILL - K-8	01	5,495.00
P22-03820	USI IMAGE CREATORS INC	LAMINATOR	EDWARD KEMBLE ELEMENTARY	01	2,563.13

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03821	FLAGHOUSE INC	PE EQUIPMENT DO NOT CANCEL	MARTIN L. KING JR ELEMENTARY	01	8,041.84
P22-03822	AMAZON CAPITAL SERVICES	AMAZON - (SUPPLIES/ MATERIALS)	STUDENT SUPPORT&HEALTH SRVCS	01	5,417.72
P22-03823	AMAZON CAPITAL SERVICES	WELLNESS KITS- STUDENT SUPPORT	HIRAM W. JOHNSON HIGH SCHOOL	01	2,105.00
P22-03824	AMAZON CAPITAL SERVICES	INST SUPPLIES FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	3,113.49
P22-03825	AMAZON CAPITAL SERVICES	LOW INCIDENCE AT ORDER-MULTIPLE	SPECIAL EDUCATION DEPARTMENT	01	2,378.18
P22-03826	APPLE INC	UPGRADE TEACHER AND STUDENT TECHNOLOGY	HOLLYWOOD PARK ELEMENTARY	01	18,408.25
P22-03827	CDW GOVERNMENT	INSTRUCTIONAL MATERIAL	JOHN BIDWELL ELEMENTARY	01	2,822.06
P22-03828	BATTERY SYSTEMS	After Close - BATTERIES FOR CARTS	BUILDINGS & GROUNDS/OPERATIONS	01	1,009.82
P22-03829	CDW GOVERNMENT	Recommended TechnologyDO NOT CANCEL	ELDER CREEK ELEMENTARY SCHOOL	01	16,182.31
P22-03830	CULLETON HOLDING COMPANY INC	SENIOR GRADUATION - LAWN SIGNS	DEPUTY SUPERINTENDENT	01	15,149.87
P22-03831	CDW GOVERNMENT	CHROMEBOOKS/PRINTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	21,640.82
P22-03832	CDW GOVERNMENT	MONOCHROM PRINTER FOR NS RECEIVING	NUTRITION SERVICES DEPARTMENT	13	380.63
P22-03833	AMAZON CAPITAL SERVICES	CLASSROOM TEACHING MATERIALS	HUBERT H BANCROFT ELEMENTARY	01	2,048.00
P22-03834	BOOKS EN MORE	AMAZON -Restorative/Mediators/Conflict	PACIFIC ELEMENTARY SCHOOL	01	4,067.45
P22-03835	AMAZON CAPITAL SERVICES	BRAUCH SUPPLEMENTAL MATERIALS	JOHN D SLOAT BASIC ELEMENTARY	01	199.55
P22-03836	AMAZON CAPITAL SERVICES	NELSON CLASS CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	189.36
P22-03837	AMAZON CAPITAL SERVICES	FLORES CLASS CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	206.50
P22-03838	AMAZON CAPITAL SERVICES	BARBONE CLASS CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	206.50
P22-03840	LAKESHORE LEARNING MATERIALS	LIGI CLASSROOM CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	230.57
P22-03841	SCHOLASTIC LIBRARY PUBLISHING	SCHNEIDER CLASS CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	108.71
P22-03842	LAKESHORE LEARNING MATERIALS	SCHNEIDER CLASS CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	82.80
P22-03843	DIBBLE INSTITUTE FOR MARRIAGE	THE DIBBLE INSTITUTE (Supplies/materials)	STUDENT SUPPORT&HEALTH SRVCS	01	3,708.38
P22-03844	PAXTON PATTERSON LLC	LAB FOR SUTTER MS PATHWAY- CRISTIN TAHRA-MARTIN	CAREER & TECHNICAL PREPARATION	01	190,145.60

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03845	OFFICE DEPOT	PARENT STAFF MTG ROOM AND IEPS, SSTS ATTENDANCE	CAROLINE WENZEL ELEMENTARY	01	3,640.11
				01	1,546.43
P22-03846	OFFICE DEPOT	PURCHASE KRAFT PAPER ROLLS FOR SCHOOL WIDE	CAROLINE WENZEL ELEMENTARY	01	1,571.04
P22-03847	GOPHER SPORT	GOPHER SPORT	PARKWAY ELEMENTARY SCHOOL	01	613.85
P22-03848	PRESENTATION PRODUCTS INC dba SPINITAR	POSTER MAKER	PARKWAY ELEMENTARY SCHOOL	01	5,332.83
P22-03849	GOPHER SPORT	RSP	PARKWAY ELEMENTARY SCHOOL	01	1,657.78
P22-03850	CURRICULUM ASSOCIATES LLC	iREADY CURRICULUM	FATHER K.B. KENNY - K-8	01	16,550.00
P22-03851	AMAZON CAPITAL SERVICES	STORRS CLASSROOM CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	183.89
P22-03852	SCHOOL SPECIALTY	LIBRARY SEATING SMALL GROUPS	CAROLINE WENZEL ELEMENTARY	01	1,859.80
P22-03853	AMAZON CAPITAL SERVICES	HEADPHONES	EDWARD KEMBLE ELEMENTARY	01	3,131.70
P22-03854	AMAZON CAPITAL SERVICES	INST MATERIALS FOR SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	1,157.40
P22-03855	BENCHMARK EDUCATION CO LLC	BENCHMARK DIGITAL SUITE	JOHN D SLOAT BASIC ELEMENTARY	01	380.63
P22-03856	CDW GOVERNMENT	TABLETOP JOGGER	PURCHASING SERVICES	01	655.23
P22-03857	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS-SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	602.41
P22-03858	AMAZON CAPITAL SERVICES	XIONG CLASS CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	206.50
P22-03859	AMAZON CAPITAL SERVICES	RAVEN CLASS MATERIALS	JOHN D SLOAT BASIC ELEMENTARY	01	152.99
P22-03860	AMAZON CAPITAL SERVICES	RAVEN TEACHER CLASSROOM BOOKS	JOHN D SLOAT BASIC ELEMENTARY	01	53.59
P22-03861	AMAZON CAPITAL SERVICES	ELIZABETH AGUIRRE	PETER BURNETT ELEMENTARY	01	913.08
P22-03862	AMAZON CAPITAL SERVICES	I.V. POLE FOR G-TUBE FEEDING	HEALTH SERVICES	01	117.46
P22-03863	BOOKS EN MORE	AMAZON -Parent Engagment/Book Study	PACIFIC ELEMENTARY SCHOOL	01	1,984.11
P22-03864	LAKESHORE LEARNING MATERIALS	TRAM TEACHER CLASS SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	200.78
P22-03865	AMAZON CAPITAL SERVICES	A. CUNNINGHAM TEACHER STUDENT CURRICULUM	JOHN D SLOAT BASIC ELEMENTARY	01	217.64
P22-03866	AMAZON CAPITAL SERVICES	After Close - Playground Balls & Bronze Medals	EARL WARREN ELEMENTARY SCHOOL	01	508.78
P22-03867	AMAZON CAPITAL SERVICES	AMAZON - (SUPPLIES/ MATERIALS)	STUDENT SUPPORT&HEALTH SRVCS	01	2,447.88
P22-03868	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS - SPED TEACHERS (CHLOE)	JOHN F. KENNEDY HIGH SCHOOL	01	1,632.30

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P22-03869	SCOE SLY PARK	After Close/6TH GRADE SLY PARK TRIP	THEODORE JUDAH ELEMENTARY	01	10,400.00	
P22-03870	NSAV SOLUTIONS	TEACHER SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	2,578.40	
P22-03871	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES FOR SCIENCE DEPARTMENT	JOHN F. KENNEDY HIGH SCHOOL	01	32.41	
P22-03872	VIRCO INC	STOOLS FOR THE CLASSROOMS	JOHN F. KENNEDY HIGH SCHOOL	01	3,495.62	
P22-03873	THE HOME DEPOT PRO	REFRIGERATORS FOR JFK SCIENCE DEPT. (MR. BROWN)	JOHN F. KENNEDY HIGH SCHOOL	01	1,674.65	
P22-03874	CHARTER AMERICA BUS CO	After Close	BG CHACON ACADEMY	01	6,144.79	
P22-03875	THANDI ENTERPRISES INC	TOUCHLINE SOFTWARE INC	QUICK PERMIT RENEWAL LICENSE 2022-2023	JOHN F. KENNEDY HIGH SCHOOL	01	420.00
P22-03876	TROXELL COMMUNICATIONS INC	TV'S AND MOUNTS FOR CLASSROOMS	JOHN F. KENNEDY HIGH SCHOOL	01	100,615.17	
P22-03877	AMAZON CAPITAL SERVICES	West Campus SEL order	CURRICULUM & PROF DEVELOP	01	399.15	
P22-03878	CDW GOVERNMENT	After Close	ENROLLMENT CENTER	01	1,221.25	
P22-03879	CDW GOVERNMENT	CDW-G HP DESKTOP SCHOOL ORDER 2021-22	PACIFIC ELEMENTARY SCHOOL	01	5,126.53	
				01	11,483.82	
P22-03880	PAIGE ROGOWSKI	SETTLEMENT REIMBURSEMENT PER OAH 2021080640	SPECIAL EDUCATION DEPARTMENT	01	9,296.87	
P22-03881	AIRCO MECHANICAL INC	WEST CAMPUS KITCHEN WATER HEATER REPLACEMENT	FACILITIES MAINTENANCE	01	876.25	
P22-03882	OFFICE DEPOT	TEACHER/CLASS/STUDENT SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	15,550.00	
				01	4,558.79	
P22-03883	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES FOR PHOTOGRAPHY CLASS	JOHN F. KENNEDY HIGH SCHOOL	01	304.43	
				01	154.82	
P22-03884	OFFICE DEPOT	Summer School Order deliver to warehouse	CURRICULUM & PROF DEVELOP	01	2,642.26	
				01	28,682.74	
P22-03885	GBC GENERAL BINDING CORP	After Close/LAMINATOR HEAT ROLLERS	THEODORE JUDAH ELEMENTARY	01	3,362.44	
P22-03886	INTERNATIONAL INSTITUTE FOR RE STORATIVE PRACTICES	SEL IIRP	CURRICULUM & PROF DEVELOP	01	413.79	
P22-03887	FREEDOM US ACQUISITION CORP	ASSIST TECH - LDV & ITINERANT	SPECIAL EDUCATION DEPARTMENT	01	5,411.30	
P22-03888	AMAZON CAPITAL SERVICES	David Lubin SEL order	CURRICULUM & PROF DEVELOP	01	20,984.06	
P22-03889	AMAZON CAPITAL SERVICES	Ethel Phillips SEL order	CURRICULUM & PROF DEVELOP	01	1,034.10	
				01	624.58	

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P22-03890	AMAZON CAPITAL SERVICES	Golden Empire SEL order	CURRICULUM & PROF DEVELOP	01	2,322.16
P22-03891	AMAZON CAPITAL SERVICES	Hiram Johnson SEL order	CURRICULUM & PROF DEVELOP	01	798.30
P22-03892	AMAZON CAPITAL SERVICES	John F. Kennedy SEL order	CURRICULUM & PROF DEVELOP	01	428.82
P22-03893	AMAZON CAPITAL SERVICES	Kit Carson SEL order	CURRICULUM & PROF DEVELOP	01	2,455.59
P22-03894	AMAZON CAPITAL SERVICES	Oak Ridge SEL order	CURRICULUM & PROF DEVELOP	01	1,074.60
P22-03895	AIR & LUBE SYS INC	REPAIR OF HYDRO LIFT #1	TRANSPORTATION SERVICES	01	7,141.29
P22-03896	AIRCO MECHANICAL INC	CONFIRMING: EMERGENCY GAS LINE REPAIR @ H BANCROFT	FACILITIES MAINTENANCE	01	26,416.83
P22-03897	AMAZON CAPITAL SERVICES	Pony Express SEL order	CURRICULUM & PROF DEVELOP	01	662.10
P22-03898	AMAZON CAPITAL SERVICES	Rosemont SEL order	CURRICULUM & PROF DEVELOP	01	390.96
P22-03899	AMAZON CAPITAL SERVICES	School of Engineering and Science SEL order	CURRICULUM & PROF DEVELOP	01	1,880.40
P22-03900	PRECISION COMMUNICATIONS INC	0490-417 SUTTER SECURITY GATE & CAMERAS INSTALL	FACILITIES SUPPORT SERVICES	01	14,734.32
				01	6,970.00
P22-03901	AMAZON CAPITAL SERVICES	SEL order - PICKED	CURRICULUM & PROF DEVELOP	01	3,408.52
P22-03902	AMAZON CAPITAL SERVICES	Cesar Chavez SEL order	CURRICULUM & PROF DEVELOP	01	5,512.24
P22-03903	AMAZON CAPITAL SERVICES	Edward Kemble SEL order	CURRICULUM & PROF DEVELOP	01	22,466.29
				01	79.24
P22-03904	AMAZON CAPITAL SERVICES	Susan B Anthony SEL order	CURRICULUM & PROF DEVELOP	01	6,752.25
				01	252.16
P22-03905	AMAZON CAPITAL SERVICES	Woodbine SEL order	CURRICULUM & PROF DEVELOP	01	4,879.73
P22-03906	FAIRYTALE TOWN	After Close	YOUTH DEVELOPMENT	01	550.00
P22-03907	MORGAN-NELS INDUSTRIAL SUPPLY	After Close CUSHMAN PARTS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,897.70
P22-03908	LITHOGRAPHIX INC	NS TRUCKS (3) VINYL WRAP PRINTING	NUTRITION SERVICES DEPARTMENT	13	12,612.14
P22-03909	AMAZON CAPITAL SERVICES	Equity Team SEL order	CURRICULUM & PROF DEVELOP	01	7,613.90
P22-03910	COMMITTEE FOR CHILDREN	SECOND STEP DIGITAL LICENSE	ROSA PARKS MIDDLE SCHOOL	01	10,796.40
P22-03911	COASTAL PACIFIC PACKAGING	COLLAPSIBLE CONTAINERS FOR SUPPER PROGRAM	NUTRITION SERVICES DEPARTMENT	13	24,410.03
P22-03912	SCOE INSTRUCTIONAL SUPPORT	BUS ATTENDANT 19-20 & 20-21	SPECIAL EDUCATION DEPARTMENT	01	61,353.28

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03913	UNITED SITE SERVICES	CONFIRMING EMERG PORTABLE RESTROOMS WATER LEAK	FACILITIES MAINTENANCE	01	7,361.56
P22-03914	KELLY-MOORE PAINTS CO INC	TAHOE MAIN HALL - SUMMER PROJECT 2022	FACILITIES SUPPORT SERVICES	01	1,383.63
P22-03915	DUNN EDWARDS PAINTS	A LEGION PAVILLION DOORS - SUMMER PROJECT 2022	FACILITIES SUPPORT SERVICES	01	1,074.56
P22-03916	DUNN EDWARDS PAINTS	SUTTER ROOM 101 - SUMMER PROJECT 2022	FACILITIES SUPPORT SERVICES	01	2,073.31
P22-03917	DUNN EDWARDS PAINTS	ISADOR COHEN MAIN HALLWAY - SUMMER PROJECT 2022	FACILITIES SUPPORT SERVICES	01	2,537.46
P22-03918	DUNN EDWARDS PAINTS	SUMMER PROJECT @ MC CLATCHY	FACILITIES SUPPORT SERVICES	01	2,863.34
P22-03919	KELLY-MOORE PAINTS CO INC	PAINT SHOP - SUMMER PROJECTS 2022	FACILITIES MAINTENANCE	01	128.68
P22-03920	DUNN EDWARDS PAINTS	TAHOE MAIN HALLWAY - SUMMER PROJECT	FACILITIES MAINTENANCE	01	647.01
P22-03921	EFFICIENT LIGHTING DESIGNS INC	458 LED LIGHTING EXTERIOR	FACILITIES SUPPORT SERVICES	21	2,426.22
P22-03922	KENNETH or HEATHER REYNOLDS	RTC PARENT REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	2,353,350.00
P22-03923	CDW GOVERNMENT	PRINTERS	EDWARD KEMBLE ELEMENTARY	01	272.41
P22-03924	CHROMARK CORP	CHROMARK SIGN KIT FOR ENGLISH	AMERICAN LEGION HIGH SCHOOL	01	3,290.66
P22-03925	BOOKS EN MORE	CLASSROOM SET 4TH GRADE CHERNOW	WASHINGTON ELEMENTARY SCHOOL	01	1,605.39
P22-03926	SCHOOL OUTFITTERS DBA FAT CATA LOG	WHEELCHAIR ACCESSIBLE TABLE	SPECIAL EDUCATION DEPARTMENT	01	525.38
P22-03927	SIDELINE INTERACTIVE LLC	LED DISPLAY SCORERS TABLE - (MR. BROWN)	JOHN F. KENNEDY HIGH SCHOOL	01	504.28
P22-03928	SCUSD - US BANK CAL CARD	SHIPPING FEE FOR RETURN ITEM P22-03356	ACCOUNTING SERVICES DEPARTMENT	01	3,376.54
P22-03929	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	After Close	YOUTH DEVELOPMENT	01	15,095.61
P22-03930	COALITION FOR ADEQUATE FUNDING FOR SPECIAL EDUCATION	SELPA DUES (2022-2023) - CAFSE	SPECIAL EDUCATION DEPARTMENT	01	43.80
P22-03931	MAD SCIENCE OF SACRAMENTO VALL EY	After Close	YOUTH DEVELOPMENT	01	1,956.80
P22-03932	PRO FLOORING CORP	0410-416 AEINSTEIN GYM FLR-CONST SERV	FACILITIES SUPPORT SERVICES	21	2,800.00
P22-03933	PORTER CORP	0350-418 GDIDION PLYGRND-DSA SHADE SHELTERS	FACILITIES SUPPORT SERVICES	21	335,911.45
				21	110,818.55
				21	100,476.69

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03934	PARK ASSOCIATES INC	455 SHADE STRUCTURE PHASE 2 - PARK PLANET	FACILITIES SUPPORT SERVICES	01	218,863.63
P22-03935	MOECLEAN LLC	ONBOARD TANK AND PUMP CARPET CLEANER	BUILDINGS & GROUNDS/OPERATIONS	01	706,209.13 41,370.63
P22-03936	SYTECH SOLUTIONS	ONE DOC STOP RECORDS MANAGEMENT SYSTEM	FACILITIES SUPPORT SERVICES	21	6,900.00
P22-03937	DANIEL R SHAW dba SHAW FIRM	SPECIAL ED SETTLEMENT FEES	ADMIN-LEGAL COUNSEL	01	27,000.00
P22-03939	PITNEY BOWES INC	CHECK PRINTER MAINTENANCE 3/24/22 - 3/23/23	TECHNOLOGY SERVICES	01	2,169.68
P22-03940	PARK ASSOCIATES INC	0272-409 PKWY PLYGRND-PLAY STRUCTURE	FACILITIES SUPPORT SERVICES	21	326,049.26
P22-03941	MIRACLE PLAYSYSTEMS INC	0104-416 ECREEK IRRIGATION-PLAY STRUCTURE	FACILITIES SUPPORT SERVICES	21	178,814.54
P22-03942	CENTER FOR THE COLLABORATIVE C LASSROOM	Collaborative classroom class pkg.	ELDER CREEK ELEMENTARY SCHOOL	01	24,635.88
P22-03943	SCUSD - US BANK CAL CARD	Reconciliation of Cal Card May 2022	NUTRITION SERVICES DEPARTMENT	13	902.80
P22-03944	SIGNAL HILL AUTO ENTERPRISES S UPPLY SOLUTIONS	Face Masks	RISK MANAGEMENT	01	46,218.75
P22-03945	ALL WEST COACHLINES INC	After Close	LEONARDO da VINCI ELEMENTARY	01	2,818.50
P22-03946	AMAZON CAPITAL SERVICES	EAR PHONES FORSTUDENT COMPUTERS WHEN TESTING	PETER BURNETT ELEMENTARY	01	5,146.53
P22-03947	LEXIA LEARNING SYSTEMS	Lexia Learning	CURRICULUM & PROF DEVELOP	01	600.00
P22-03948	EAN SERVICES LLC	After Close	YOUTH DEVELOPMENT	01	600.00
P22-03949	APPLE INC LEASE PROCESSING CEN TER	APPLE CARE - ANNUAL MAINTENANCE SUPPORT	TECHNOLOGY SERVICES	01	15,996.00
P22-03950	BATTERY SYSTEMS	After Close-BATTERIES FOR AUTOSCRUBBER	FERN BACON MIDDLE SCHOOL	01	640.19
P22-03951	FLINN SCIENTIFIC INC	INSTRUCTIONAL SUPPLIES FOR THE SCIENCE DEPARTMENT	JOHN F. KENNEDY HIGH SCHOOL	01	14,388.93
P22-03952	EASTBAY INC	ATHLETIC UNIFORMS (MR BROWN)	JOHN F. KENNEDY HIGH SCHOOL	01	7,149.94 17,738.63
P22-03953	DEMCO INC	SCIENCE LAB TABLES	O. W. ERLEWINE ELEMENTARY	01	5,306.13
P22-03954	ASI PEAK ADVENTURES	After Close	YOUTH DEVELOPMENT	01	495.00
P22-03955	AMAZON CAPITAL SERVICES	WIRE SHELVING FOR NS ADMIN STORAGE RM	NUTRITION SERVICES DEPARTMENT	13	179.43
P22-03956	EAST BAY RESTAURANT SUPPLY INC	SHEET PANS & DOLLIES FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	3,088.31

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03957	NEHLA BUCHANAN	REIMBURSEMENT PER OAH 2020090031	SPECIAL EDUCATION DEPARTMENT	01	315.00
P22-03958	AMERICAN CHILLER SERV INC	EMERGENCY REPAIRS - HVAC @ CKM	FACILITIES MAINTENANCE	01	5,115.00
P22-03959	CALTRONICS BUSINESS SYSTEMS	Pressure Sealer - Print Shop	CENTRAL PRINTING SERVICES	01	7,944.19
P22-03960	GRAINGER INC	Cot Covers - Safety Protocol	RISK MANAGEMENT	01	1,359.38
P22-03961	CDW GOVERNMENT	Teacher Notebooks	GENEVIEVE DIDION ELEMENTARY	01	6,333.81
P22-03962	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS COLLABORATIVE CLASSROOM	GOLDEN EMPIRE ELEMENTARY	01	13,868.26
P22-03963	COMPONENT SOLUTION SERVICES db a VERITY REAR VISION SYSTEMS	REAR SAFETY CAMERA FOR WHSE TRUCK	NUTRITION SERVICES DEPARTMENT	01	228.31
P22-03964	ALL WEST COACHLINES INC	Charter bus to Alliance Redwoods	ELDER CREEK ELEMENTARY SCHOOL	01	3,178.87
P22-03965	SCOE SLY PARK	SLY PARK	LEONARDO da VINCI ELEMENTARY	01	15,885.00
Total Number of POs			273	Total	15,703,792.67

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	187	1,673,834.30
09	Charter School	2	4,525.64
13	Cafeteria	12	91,816.03
21	Building Fund	5	392,961.45
Total Fiscal Year 2022			2,163,137.42
01	General Fund	76	2,974,474.70
09	Charter School	1	1,156.91
11	Adult Education	1	501.60
21	Building Fund	15	10,564,522.04
Total Fiscal Year 2023			13,540,655.25
Total			15,703,792.67

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B22-00064	27,282.11	01-5800	General Fund/Other Contractual Expenses	3,000.00
B22-00099	3,800.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	79.19
B22-00100	3,538.65	13-4320	Cafeteria/Non-Instructional Materials/Su	340.00
B22-00106	1,000.00	13-5810	Cafeteria/Tickets/Fees/Regis.for Parents	13,000.00-
B22-00120	2,000.00	13-5800	Cafeteria/Other Contractual Expenses	2,000.00-
B22-00145	7,117.36	01-5690	General Fund/Other Contracts, Rents, Leases	2,576.53-
		13-5690	Cafeteria/Other Contracts, Rents, Leases	10,306.11-
			Total PO B22-00145	12,882.64-
B22-00149	3,000.00	13-5690	Cafeteria/Other Contracts, Rents, Leases	7,300.00-
B22-00159	6,000.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	1,304.02
B22-00194	17,862.82	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00
B22-00214	219,986.05	13-4710	Cafeteria/Food	19,986.05
B22-00217	82,105.51	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	12,105.51
B22-00219	55,268.92	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	19,968.92
B22-00259	31,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00
B22-00332	29,910.28	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B22-00333	11,940.61	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B22-00377	34,277.00	01-4320	General Fund/Non-Instructional Materials/Su	4,402.56
B22-00386	1,272.36	01-5800	General Fund/Other Contractual Expenses	5,000.00
B22-00409	1,723.52	01-4320	General Fund/Non-Instructional Materials/Su	3,200.00-
B22-00429	9,775.62	13-5540	Cafeteria/Waste Removal	1,500.00
B22-00449	6,500.00	13-4320	Cafeteria/Non-Instructional Materials/Su	1,500.00
B22-00464	1,310.75	01-4310	General Fund/Instructional Materials/Suppli	11.00
B22-00478	154,785.60	13-4710	Cafeteria/Food	174.60
B22-00491	101,609.03	13-4710	Cafeteria/Food	25,730.21-
B22-00510	1,212.07	01-5800	General Fund/Other Contractual Expenses	300.00
B22-00513	1,515.00	01-4310	General Fund/Instructional Materials/Suppli	200.00
B22-00523	9,106.72	01-5690	General Fund/Other Contracts, Rents, Leases	579.00
B22-00526	7,766.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	4,266.00
B22-00535	206,981.89	13-4710	Cafeteria/Food	3,577.97
B22-00543	26,701.94	01-5690	General Fund/Other Contracts, Rents, Leases	5,000.00-
B22-00592	69,386.10	13-4710	Cafeteria/Food	4,386.10
B22-00675	25,170.18	01-5832	General Fund/Transportation-Field Trips	700.00
B22-00732	5,337.46	01-4310	General Fund/Instructional Materials/Suppli	800.00
B22-00747	15,800.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	2,000.00
B22-00748	114,127.55	13-4710	Cafeteria/Food	34,127.55
B22-00753	13,185.00	01-5800	General Fund/Other Contractual Expenses	8,790.00
B22-00777	11,297.78	01-4310	General Fund/Instructional Materials/Suppli	3,757.95
B22-00798	6,373.36	01-4310	General Fund/Instructional Materials/Suppli	2,976.96

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B22-00831	1,500.00	01-5690	General Fund/Other Contracts, Rents, Leases	1,400.00-
		13-5690	Cafeteria/Other Contracts, Rents, Leases	7,100.00-
			Total PO B22-00831	8,500.00-
B22-00836	.00	01-4310	General Fund/Instructional Materials/Suppli	4,850.00
CHB22-00031	16,503.03	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB22-00034	8,132.33	01-4320	General Fund/Non-Instructional Materials/Su	700.00-
CHB22-00069	9,594.79	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
CHB22-00105	23,295.57	01-4310	General Fund/Instructional Materials/Suppli	8,000.00
CHB22-00120	35,293.36	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB22-00122	3,064.87	01-4310	General Fund/Instructional Materials/Suppli	1,571.29
CHB22-00124	15,291.43	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB22-00125	4,067.46	01-4310	General Fund/Instructional Materials/Suppli	10,000.00
CHB22-00156	23,149.12	01-4310	General Fund/Instructional Materials/Suppli	7,000.00
CHB22-00166	3,999.95	01-4310	General Fund/Instructional Materials/Suppli	.00
		01-4320	General Fund/Non-Instructional Materials/Su	.00
			Total PO CHB22-00166	.00
CHB22-00168	6,747.16	01-4310	General Fund/Instructional Materials/Suppli	749.18
CHB22-00208	1,584.55	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00
CHB22-00253	16,999.46	01-4310	General Fund/Instructional Materials/Suppli	9,000.00
CHB22-00255	9,499.60	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB22-00289	4,043.31	01-4320	General Fund/Non-Instructional Materials/Su	900.00
CHB22-00291	15,556.46	01-4310	General Fund/Instructional Materials/Suppli	2,659.26
CHB22-00310	16,843.08	01-4310	General Fund/Instructional Materials/Suppli	154.29
		01-4320	General Fund/Non-Instructional Materials/Su	47.42
		01-5930	General Fund/Telephones/Cell Phones	1,650.00
			Total PO CHB22-00310	1,851.71
CHB22-00322	6,112.03	01-4310	General Fund/Instructional Materials/Suppli	1,200.00
CHB22-00330	726.65	01-4320	General Fund/Non-Instructional Materials/Su	4,273.35-
CHB22-00369	5,569.68	01-4310	General Fund/Instructional Materials/Suppli	4,150.00
CHB22-00381	2,234.98	01-4310	General Fund/Instructional Materials/Suppli	6,000.00
CHB22-00382	7,377.53	01-4310	General Fund/Instructional Materials/Suppli	5,500.00
CHB22-00405	6,202.24	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB22-00406	17,499.72	01-4310	General Fund/Instructional Materials/Suppli	15,000.00
CHB22-00408	6,999.90	01-4310	General Fund/Instructional Materials/Suppli	6,000.00
CS22-00083	633,982.67	01-5100	General Fund/Subagreements for Services abo	90,668.54
		01-5800	General Fund/Other Contractual Expenses	9,495.83
			Total PO CS22-00083	100,164.37

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
CS22-00135	37,520.00	01-5100	General Fund/Subagreements for Services abo	12,080.00
		01-5800	General Fund/Other Contractual Expenses	80.00-
			Total PO CS22-00135	12,000.00
CS22-00166	2,066,141.04	01-5100	General Fund/Subagreements for Services abo	2,496,000.00
CS22-00342	99,139.39	21-6170	Building Fund/Land Improvement	10,400.00
CS22-00343	89,335.00	21-6170	Building Fund/Land Improvement	12,250.68
CS22-00367	6,300.00	01-5800	General Fund/Other Contractual Expenses	1,300.00
CS22-00395	1,015.00	01-6170	General Fund/Land Improvement	365.00
N22-00016	434,803.68	01-5100	General Fund/Subagreements for Services abo	210,000.00
N22-00022	1,977,512.80	01-5100	General Fund/Subagreements for Services abo	300,000.00
N22-00029	3,254,976.28	01-5100	General Fund/Subagreements for Services abo	750,000.00
N22-00044	38,234.37	01-5100	General Fund/Subagreements for Services abo	3,000.00
N22-00045	879,696.02	01-5100	General Fund/Subagreements for Services abo	250,000.00
P21-00891	36,948.24	01-4410	General Fund/Equipment \$500 - \$4,999	2,381.51-
P22-01893	440.85	01-4310	General Fund/Instructional Materials/Suppli	75.03
P22-01960	42.78	01-4320	General Fund/Non-Instructional Materials/Su	950.99-
P22-02055	2,700.00	01-5832	General Fund/Transportation-Field Trips	2,254.22-
P22-02182	980.00	01-4310	General Fund/Instructional Materials/Suppli	2,974.10-
		01-4320	General Fund/Non-Instructional Materials/Su	564.30-
			Total PO P22-02182	3,538.40-
P22-02486	78.85	01-4310	General Fund/Instructional Materials/Suppli	21.75
P22-02649	2,685.20	01-4410	General Fund/Equipment \$500 - \$4,999	61.99-
P22-02706	2,073.12	01-5832	General Fund/Transportation-Field Trips	133.00
P22-02771	1,255.74	01-4320	General Fund/Non-Instructional Materials/Su	131.85
P22-02791	3,000.61	01-4310	General Fund/Instructional Materials/Suppli	14.53-
P22-02840	40.13	12-4310	Child Development/Instructional Materials/Suppli	206.68-
P22-02847	116.07	01-4310	General Fund/Instructional Materials/Suppli	16.27
P22-02906	3,608.33	01-4410	General Fund/Equipment \$500 - \$4,999	2,994.97-
P22-02923	1,131.11	01-4310	General Fund/Instructional Materials/Suppli	5.80-
P22-02962	13,830.28	01-4310	General Fund/Instructional Materials/Suppli	228.38-
P22-02972	2,359.50	01-4310	General Fund/Instructional Materials/Suppli	56.51-
P22-02973	732.53	01-4310	General Fund/Instructional Materials/Suppli	136.58-
P22-03042	654.59	01-4310	General Fund/Instructional Materials/Suppli	93.37
P22-03095	1,756.11	01-5800	General Fund/Other Contractual Expenses	17.35
P22-03114	14,780.00	01-6170	General Fund/Land Improvement	2,300.00
P22-03254	3,411.72	01-4310	General Fund/Instructional Materials/Suppli	3.72
P22-03377	131.04	09-4310	Charter School/Instructional Materials/Suppli	347.79-
P22-03381	961.24	09-4310	Charter School/Instructional Materials/Suppli	.11
P22-03421	2,310.35	01-4320	General Fund/Non-Instructional Materials/Su	58.99-

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Includes Purchase Orders dated 05/15/2022 - 06/14/2022 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-03470	1,087.78	01-4310	General Fund/Instructional Materials/Suppli	316.63-
P22-03571	1,949.66	01-6200	General Fund/Buildings (Improvements)	121.93
P22-03589	12,805.97	01-4310	General Fund/Instructional Materials/Suppli	494.81-
P22-03631	918.77	01-4320	General Fund/Non-Instructional Materials/Su	110.70-
P22-03637	23,279.26	01-4310	General Fund/Instructional Materials/Suppli	2,657.50-
		01-4410	General Fund/Equipment \$500 - \$4,999	1,690.32-
			Total PO P22-03637	4,347.82-
P22-03651	718.06	01-4410	General Fund/Equipment \$500 - \$4,999	223.67-
P22-03701	6,508.32	01-4310	General Fund/Instructional Materials/Suppli	333.64-
P22-03738	200.00	01-4310	General Fund/Instructional Materials/Suppli	87.00
P22-03749	2,344.00	21-6170	Building Fund/Land Improvement	1,519.00
TB22-00026	18,164.30	01-4110	General Fund/Approved Textbooks/Core Curric	2,449.15-
TB22-00033	2,196.96	01-4110	General Fund/Approved Textbooks/Core Curric	7.69-
			Total PO Changes	4,324,157.60

Information is further limited to: (Minimum Amount = (999,999.99))

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Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B22-00846	SIGNATURE GRAPHICS	0410-453 AEINSTEIN HVAC REPLACE-BLUEPRINTING SERV	FACILITIES SUPPORT SERVICES	01	42.88
				01	157.12
B22-00847	SIGNATURE GRAPHICS	0445-453 JSTILL GYM HVAC REPLACE-BLUEPRINTING SERV	FACILITIES SUPPORT SERVICES	01	43.01
				01	156.99
B22-00848	AMADOR STAGE LINES INC	TRANSPORTATION FOR SPRING SPORTS	LUTHER BURBANK HIGH SCHOOL	01	5,891.82
B23-00001	TYSON FOODS INC	CHICKEN FOR SUMMER 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	80,512.01
B23-00002	TYSON FOODS INC	CHICKEN PRODUCTS FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	250,000.00
B23-00003	GENERAL MILLS	CEREAL & SNACK FOR SUMMER 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	41,937.30
B23-00004	GENERAL MILLS	CEREAL & SNACK FOR SY 2022-23	NUTRITION SERVICES DEPARTMENT	13	100,000.00
B23-00005	FOSTER FARMS FOODSERVICE	CHICKEN & DELI MEAT FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	22,758.50
B23-00006	ACTION RENTALS LDJ INC.	CARPENTRY MATERIALS FOR WORK ORDERS	FACILITIES MAINTENANCE	01	2,000.00
B23-00007	AURA HARDWARE LUMBER INC.	SUPPLIES AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	3,000.00
B23-00008	CAPITOL BUILDERS HARDWARE INC	SUPPLIES AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	3,500.00
B23-00009	CHARLES MCMURRAY CO INC	SUPPLIES FOR CARPENTER SHOP	FACILITIES MAINTENANCE	01	1,000.00
B23-00010	D & S PRODUCTS CO	SUPPLIES FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	400.00
B23-00011	DEL PASO PIPE & STEEL	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	5,000.00
B23-00012	GARCIA SHEETMETAL CORP	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	5,000.00
B23-00013	GRAINGER INC ACCOUNT #80927635 5	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	3,500.00
B23-00014	SHIFFLER EQUIPMENT SALES, INC	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	1,000.00
B23-00015	A-Z BUS SALES	BLUEBIRD BUS OUTSIDE LABOR REPAIRS	TRANSPORTATION SERVICES	01	4,950.00
B23-00016	BARNES WELDING SUPPLIES	SHOP WELDING SUPPLIES - BARNS SUPPLY	TRANSPORTATION SERVICES	01	1,000.00
B23-00017	BETTS TRUCK PARTS INC	FRONT END/SUSPENSION OUTSIDE LABOR REPAIR	TRANSPORTATION SERVICES	01	3,500.00
B23-00018	CAPITOL CLUTCH & BRAKE INC	BRAKE & ROTOR OUTSIDE LABOR REPAIRS	TRANSPORTATION SERVICES	01	2,500.00
B23-00019	CERTIFIED SAFE AND LOCK INC	LOCKS/KEYS/IGNITIONS OUTSIDE LABOR AND REPAIRS	TRANSPORTATION SERVICES	01	500.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00020	COMMERCIAL SPEEDOMETER SERVICE	SPEED/TACHOMETER OUTSIDE LABOR & REPAIR FOR BUSES	TRANSPORTATION SERVICES	01	1,000.00
B23-00021	Dove Auto Glass, LLC	WINDSHIELD/WINDOW OUTSIDE LABOR REPAIRS	TRANSPORTATION SERVICES	01	4,000.00
B23-00022	DRIVE LINE SERV OF SACTO INC	DRIVE LINES PARTS FOR SCHOOL BUSES	TRANSPORTATION SERVICES	01	4,950.00
B23-00023	HUNT & SONS INC	LUBRICANTS/ADDITIVES OIL FOR TRANSPORTATION FLEET	TRANSPORTATION SERVICES	01	4,950.00
B23-00024	JMZ STEEL AND SUPPLY	MECHANIC SHOP FABRICATION SUPPLIES	TRANSPORTATION SERVICES	01	1,000.00
B23-00025	NEW PIG CORPORATION	MECHANIC & TIRE SHOP SAFETY & HAZMAT SUPPLIES	TRANSPORTATION SERVICES	01	2,000.00
B23-00026	LINCOLN AQUATICS	ROSEMONT - SWIMMING POOL CHEMICALS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00
B23-00027	LINCOLN AQUATICS	CKM - SWIMMING POOL CHEMICALS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00
B23-00028	BAR HEIN CO	SUPPLIES/MATERIALS POWER EQUIPMENT SHOP	BUILDINGS & GROUNDS/OPERATIONS	01	1,500.00
B23-00029	CAPITAL RUBBER CO	MACHINE SHOP PARTS & SUPPLIES	BUILDINGS & GROUNDS/OPERATIONS	01	1,000.00
B23-00030	GRAINGER INC ACCOUNT #80927635 5	PARTS/SUPPLIES AS NEEDED OPERATIONS SERVICES	BUILDINGS & GROUNDS/OPERATIONS	01	3,000.00
B23-00031	GRAINGER INC ACCOUNT #80927635 5	PARTS/SUPPLIES AS NEEDED FOR SERNA CENTER	BUILDINGS & GROUNDS/OPERATIONS	01	1,000.00
B23-00032	ALLIED PROPANE SERVICES INC.	PROPANE AS NEEDED FOR FACILITIES EQUIPMENT	FACILITIES MAINTENANCE	01	1,500.00
B23-00033	BATTERY SYSTEMS	BATTERIES AS NEEDED FOR FACILITIES EQUIPMENT	FACILITIES MAINTENANCE	01	5,000.00
B23-00034	BZ SERVICE STATION MAINTENANCE	INSPECTIONS FOR FACILITIES VEHICLES	FACILITIES MAINTENANCE	01	5,000.00
B23-00035	GRAINGER INC ACCOUNT #80927635 5	MATR'LS & SUPPLIES FOR FACILITIES REPAIRS	FACILITIES MAINTENANCE	01	7,500.00
B23-00036	HUNT & SONS INC	GASOLINE FOR MAINTENANCE VEHICLES & EQUIPT	FACILITIES MAINTENANCE	01	130,000.00
B23-00037	HUNT & SONS INC	OIL AS NEEDED FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	500.00
B23-00038	LUBE XPRESS & SMOG	SERVICE FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	2,500.00
B23-00039	NAPA AUTO PARTS	MTRL'S & SUPPLIES AS NEEDED FOR FACILITIES REPAIRS	FACILITIES MAINTENANCE	01	1,500.00
B23-00040	SAFETY KLEEN CORP	SOLVENT CLEANING SVC FOR FACILITIES	FACILITIES MAINTENANCE	01	1,000.00
B23-00041	Jon K Takata Corporation Resto ration Mgmt Company	RESTORATION AND ENVIRONMENTAL SERVICES	FACILITIES MAINTENANCE	01	15,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00042	GALLS INC	FACILITIES SRO UNIFORMS	SECURITY SERVICES	01	5,000.00
B23-00043	C. R. LAURENCE CO.	GLAZING MATERIALS FOR REPAIRS	FACILITIES MAINTENANCE	01	18,000.00
B23-00044	AMERICAN CHILLER SERV INC	ANNUAL HVAC MAINTENANCE FOR 2022-23 SCHOOL YEAR	FACILITIES MAINTENANCE	01	40,000.00
B23-00045	GEARY PACIFIC CORP	HVAC SUPPLIES AS NEEDED 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B23-00046	GRAINGER INC ACCOUNT #80927635 5	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B23-00047	HI LINE ELECTRIC CO ATTENTION: ROSS / RANDY	HVAC MATERIALS NEEDED FOR 2022-2023 SY	FACILITIES MAINTENANCE	01	500.00
B23-00048	LENNOX INDUSTRIES INC	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	1,000.00
B23-00049	GRAINGER INC ACCOUNT #80927635 5	W.W. GRAINGER (SAFETY) SAFETY SUPPLIES	RISK MANAGEMENT	01	20,000.00
B23-00050	GRAINGER INC ACCOUNT #80927635 5	W/C SAFETY SUPPLIES	RISK MANAGEMENT	67	20,000.00
B23-00051	GRAINGER INC ACCOUNT #80927635 5	SUPPLIES FOR ASBESTOS SHOP	FACILITIES MAINTENANCE	01	8,000.00
B23-00052	GRAVOTECH INC	PAINT SUPPLIES FOR PAINT SHOP 2022-23	FACILITIES MAINTENANCE	01	5,000.00
B23-00053	HEADSET ADVISOR INC	HEADSET ADVISORS INC	RISK MANAGEMENT	67	10,000.00
B23-00054	Jon K Takata Corporation Resto ration Mgmt Company	RESTORATION AND ENVIRONMENTAL SERVICES	FACILITIES MAINTENANCE	01	5,000.00
B23-00055	KELLY MOORE PAINT COMPANY INC	PAINT SUPPLIES AS NEEDED	FACILITIES MAINTENANCE	01	3,500.00
B23-00056	MORGAN-NELS INDUSTRIAL SUPPLY	MATERIALS/SUPPLIES FOR PAINT/ASBESTOS SHOP	FACILITIES MAINTENANCE	01	1,000.00
B23-00057	OFFICE RELIEF INC	OFFICE RELIEF EQUIPMENT AND SUPPLIES	RISK MANAGEMENT	01	120,000.00
B23-00058	OFFICE RELIEF INC	OFFICE RELIEF EQUIPMENT AND SUPPLIES	RISK MANAGEMENT	01	100,000.00
B23-00059	GRAINGER INC ACCOUNT #80927635 5	W/C SAFETY SUPPLIES	RISK MANAGEMENT	67	20,000.00
B23-00060	SIGNATURE GRAPHICS	0490-453 SUTTER GYM HVAC-BLUEPRINTING SERV	FACILITIES SUPPORT SERVICES	01	200.00
B23-00061	CALIFORNIA SURVEYING & DRAFTIN G SUPPLY INC	SIGN AND BANNER SUPPLIES	CENTRAL PRINTING SERVICES	01	4,000.00
B23-00062	SIGNATURE GRAPHICS	Overflow printing	CENTRAL PRINTING SERVICES	01	2,500.00
B23-00063	NORCAL LAMINATING SERVICES	Overflow laminating services	CENTRAL PRINTING SERVICES	01	5,000.00
B23-00064	SIGNATURE GRAPHICS	0530-442 LBURBANK POOL REPLACE-BLUEPRINT SERV	FACILITIES SUPPORT SERVICES	21	200.00
B23-00065	INABIND SYSTEMS INC	BINDERY: SUPPLIES AND EQUIPMENT SERVICE	CENTRAL PRINTING SERVICES	01	2,300.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00066	CALTRONICS BUSINESS SYSTEMS	Service agreement for Oce 6250	CENTRAL PRINTING SERVICES	01	50,000.00
B23-00067	SIGNATURE GRAPHICS	460 CCHAVEZ/EKEMBLE NEW CONST-BLUEPRINT	FACILITIES SUPPORT SERVICES	21	500.00
B23-00068	PRECISION CLEANING SYSTEMS INC	FOR MACHINE SHOP	BUILDINGS & GROUNDS/OPERATIONS	01	1,000.00
B23-00069	AIRGAS	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	2,500.00
B23-00070	ALLIED BUILDING PRODUCTS	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	5,000.00
B23-00071	AMS ACOUSTICAL MATERIAL SERVICES	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	2,500.00
B23-00072	NOBILE SAW WORKS	MATERIALS AS NEEDED FOR CARPENTRY SHOP-KNIFE SHARP	FACILITIES MAINTENANCE	01	500.00
B23-00073	BZ SERVICE STATION MAINT INC	FUEL ISLAND OUTSIDE LABOR REPAIRS	TRANSPORTATION SERVICES	01	4,950.00
B23-00074	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES FOR BUSES - CINTAS	TRANSPORTATION SERVICES	01	2,250.00
B23-00075	CREATIVE BUS SALES	PARTS FOR INTERNATIONAL SCHOOL BUSES	TRANSPORTATION SERVICES	01	1,000.00
B23-00076	ELECTRONIC INNOVATIONS, INC	DEPARTMENT ENTRY GATE LABOR & REPAIR	TRANSPORTATION SERVICES	01	500.00
B23-00077	FLEETPRIDE	CUSTOM BELTS/HOSES FOR SCHOOL BUSES	TRANSPORTATION SERVICES	01	1,500.00
B23-00078	JOHN HUDEK'S	TIRE BALANCER OUTSIDE LABOR & REPAIR	TRANSPORTATION SERVICES	01	100.00
B23-00079	NVB EQUIPMENT	BUS CNG TANK OUTSIDE LABOR REPAIRS	TRANSPORTATION SERVICES	01	4,950.00
B23-00080	AMERIGAS	PROPANE AS NEEDED FOR FACILITIES EQUIPMENT	FACILITIES MAINTENANCE	01	500.00
B23-00081	BAREBONES WORKWEAR	STEEL TOE SAFETY BOOTS FOR MAINTENANCE EMPLOYEES	FACILITIES MAINTENANCE	01	30,000.00
B23-00082	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES FOR FACILITIES	FACILITIES MAINTENANCE	01	5,000.00
B23-00083	CITY OF SACRAMENTO REVENUE DIVISION	FIRE INSPECTIONS SERVICE FEES	FACILITIES MAINTENANCE	01	20,000.00
B23-00084	COLLEGE OAK TOWING	TOWING SERVICES FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	750.00
B23-00085	EAGLE TOWING INC	TOWING SERVICES FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	3,500.00
B23-00086	FASTENAL INDUSTRIAL & SUPPLY	MATERIALS & SUPPLIES AS NEEDED FOR MAINTENANCE	FACILITIES MAINTENANCE	01	6,500.00
B23-00087	INTERNATIONAL FIRE EQUIP CO.	FACILITIES FIRE EXTINGUISHER SRVCS	FACILITIES MAINTENANCE	01	130,000.00
B23-00088	INTERSTATE BATTERY SYSTEM OF S	VEHICLE BATTERIES FOR FACILITIES	FACILITIES MAINTENANCE	01	16,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00089	KAMPS PROPANE INC	PROPANE SERVICE AS NEEDED FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	3,200.00
B23-00090	LARRY'Z AUTOWORKS	SRVC AND PARTS AS NEEDED FOR MAINTENANCE VEHICLES	FACILITIES MAINTENANCE	01	30,000.00
B23-00091	LES SCHWAB TIRE CENTERS	TIRES FOR FACILITIES VEHICLES	FACILITIES MAINTENANCE	01	35,000.00
B23-00092	ONE STOP TRUCK SHOP	SRVCE AND REPAIRS TO FACILITIES VEHICLES	FACILITIES MAINTENANCE	01	5,000.00
B23-00093	QUALITY TUNE UP #40	VEHICLE SMOG SERVICE FOR MAINTENANCE	FACILITIES MAINTENANCE	01	500.00
B23-00094	SCRUB BOYS	VEHICLE WASHES AS NEEDED FOR MAINTENANCE	FACILITIES MAINTENANCE	01	1,500.00
B23-00095	TEREX UTILITIES WEST	SRVCE AND REPAIRS TO FACILITIES VEHICLES & EQUIPT	FACILITIES MAINTENANCE	01	5,500.00
B23-00096	ENDLESS AUTO BODY INC	AUTO BODY REPAIRS TO FACILITIES FLEET	FACILITIES MAINTENANCE	01	10,000.00
B23-00097	STATE OF CALIFORNIA DEPT OF IN DUSTRIAL RELATIONS	CONVEYANCE INVOICES (PERMITS)	FACILITIES MAINTENANCE	01	12,500.00
B23-00098	CENTRAL VALLEY GLASS & SCREEN	MATERIALS/SUPPLIES FOR GLAZING SHOP	FACILITIES MAINTENANCE	01	18,000.00
B23-00099	AMERICAN REFRIGERATION SUPPLY ACCT #172405	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	13,000.00
B23-00100	Asset Technologies, LLC	SUPPLIES FOR HVAC 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	2,500.00
B23-00101	FASTENAL COMPANY ATTN : JASON IGARTA	MATERIALS/SUPPLIES FOR HVAC SHOP 2022-2023	FACILITIES MAINTENANCE	01	1,000.00
B23-00102	JOHNSON CONTROLS INC.	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B23-00103	MSI- MECHANICAL SYSTEMS	HVAC REPAIRS NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	500.00
B23-00104	ACT Enviro	ACT ENVIRO	RISK MANAGEMENT	01	50,000.00
B23-00105	EATON INTERPRETING SERVICES	EATON INTERPRETING SERVICE	RISK MANAGEMENT	01	10,000.00
B23-00106	INDUSTRIAL CONTAINER SERVICES	CONTAINERS/SUPPLIES FOR HAZARDOUS WASTE	FACILITIES MAINTENANCE	01	1,000.00
B23-00107	MERCY MEDICAL GROUP	MERCY MEDICAL - PHYSICAL SCREENINGS	RISK MANAGEMENT	01	15,000.00
B23-00108	MicroTest Laboratories, Inc.	ASBESTOS TESTING SERVICE	FACILITIES MAINTENANCE	01	1,000.00
B23-00109	SCHOOLS INSURANCE AUTHORITY	SIA -EMPLOYEE ASST PROGRAM FOR DISTRICT EMPLOYEES	RISK MANAGEMENT	67	155,000.00
B23-00110	SCHOOLS INSURANCE AUTHORITY	SIA / PROPERTY & LIABILITY INSURANCE	RISK MANAGEMENT	01	10,000.00

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B23-00111	SCHOOLS INSURANCE AUTHORITY	SIA PROPERTY/LIABILITY PREMIUMS & EXCESS INS	RISK MANAGEMENT	01	1,500,000.00
B23-00112	SCHOOLS INSURANCE AUTHORITY	SIA - WORKERS' COMPENSATION PREMIUMS	RISK MANAGEMENT	67	5,035,000.00
B23-00113	NEHLA BUCHANAN	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	2,200.00
B23-00114	PACIFIC COPY & PRINT INC	Overflow printing for Central Printing Services	CENTRAL PRINTING SERVICES	01	30,000.00
B23-00115	ELK GROVE UNIFIED SCHOOL DIST PRINT SHOP	OVERFLOW PRINTING	CENTRAL PRINTING SERVICES	01	3,000.00
B23-00116	CASALETT & CO	EQUIPMENT REPAIRS	CENTRAL PRINTING SERVICES	01	1,500.00
B23-00117	READ ACADEMY OF SACRAMENTO	SETTLEMENT AGREEMENT - 2022-2023 TUITION FOR LS	SPECIAL EDUCATION DEPARTMENT	01	20,000.00
B23-00118	TOYOTA MATERIAL HANDLING NORTH ERN CALIFORNIA	PARTS/SUPPLIES FOR EQUIPMENT MAINTENANCE SHOP	BUILDINGS & GROUNDS/OPERATIONS	01	1,000.00
B23-00119	FOSTER FARMS FOODSERVICE	CHICKEN & DELI MEAT FOR SY 2022-23	NUTRITION SERVICES DEPARTMENT	13	250,000.00
B23-00120	IRON MOUNTAIN RECORDS MANAGMT	IRON MOUNTAIN - SHREDDING SVC	RISK MANAGEMENT	01	500.00
B23-00121	HIGHLAND BEEFALO FARMS INC HIG HLAND BEEF FARMS INC	BEEF STICKS FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	55,097.28
B23-00122	CHEFS TOYS LLC	SMALLWARES FOR SY 2022-23	NUTRITION SERVICES DEPARTMENT	13	45,000.00
B23-00123	DEL MONTE FOODS INC	FRUIT CUPS FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	76,406.00
B23-00124	DEL MONTE FOODS INC	FRUIT CUPS FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	152,812.80
B23-00125	FOOD 4 THOUGHT LLC	FRESH FRUIT FOR THE SUMMER	NUTRITION SERVICES DEPARTMENT	13	92,287.80
B23-00126	PETERSON FARMS FRESH INC	APPLESAUCE CUPS FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	33,468.16
B23-00127	KENS FOODS INC	DRESSING & SAUCES FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	30,551.36
B23-00128	KENS FOODS INC	DRESSING & SAUCES FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	75,000.00
B23-00129	CHEFS TOYS LLC	SMALLWARES FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	5,000.00
B23-00130	DANIELSEN CO INC	FOR MICS. SUMMER PURCHASES 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	13,000.00
B23-00131	TRUE NATURAL FOODS INC	QUESADILLAS FOR SUMMER 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	33,235.20
B23-00132	SYSCO FOOD SVCS OF SACRAMENTO	2022-23 FOOD & PAPER FOR SUMMER CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	17,000.00
B23-00133	SYSCO FOOD SVCS OF SACRAMENTO	2022-23 FOOD & PAPER FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	40,000.00
B23-00134	SYSCO FOOD SVCS OF SACRAMENTO	2022-23 FOOD & PAPER	NUTRITION SERVICES DEPARTMENT	13	120,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00135	SYSCO FOOD SVCS OF SACRAMENTO	2022-23 FOOD & PAPER FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	55,000.00
B23-00136	GOLD STAR FOODS INC	FOOD& PAPER FOR SUMMER	NUTRITION SERVICES DEPARTMENT	13	35,000.00
B23-00137	GOLD STAR FOODS INC	CENTRAL KITCHEN FOOD & PAPER FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	35,000.00
B23-00138	SACRAMENTO RENDERING COMPANY	GREASE DISPOSAL FOR CENTRAL KITCHEN 2022-2023 SY	NUTRITION SERVICES DEPARTMENT	13	500.00
B23-00139	AUTO-CHLOR SYSTEM OF NOR CAL	WAREWASH SUPPLIES FOR THE CENTRAL KITCHEN 2022-23	NUTRITION SERVICES DEPARTMENT	13	5,000.00
B23-00140	CALIFORNIA DEPT OF EDUCATION C ASHIER'S OFFICE	STATE ADMIN FEES FOR USDA COMMODITY 22-23 SY	NUTRITION SERVICES DEPARTMENT	13	50,000.00
B23-00141	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	COUNTY HEALTH INSPECTIONS/PERMITS 22-23 SY	NUTRITION SERVICES DEPARTMENT	13	40,000.00
B23-00142	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	LANDFILL FEES FOR NUTRITION SERVICES 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	800.00
B23-00143	THE PLATINUM PACKAGING GROUP	TRAYS/PKG FOR CK AUTOMATION MACHINES SY22-23	NUTRITION SERVICES DEPARTMENT	13	25,000.00
B23-00144	T MARZETTI CO	FOOD PRODUCT FOR THE SUMMER 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	4,484.85
B23-00145	PANERA BREAD CO	CATERING FOR NUTRITION STAFF TRAINING 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	7,500.00
B23-00146	PRODUCERS DAIRY FOODS INC	DELIVERED FRESH MILK FOR 22-23 SY	NUTRITION SERVICES DEPARTMENT	13	900,000.00
B23-00147	CALVEY PACKAGING dba ERNEST PA CKAGING SOLUTIONS	PACKAGING SUPPLIES 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	50,000.00
B23-00148	US COLD STORAGE OF CALIFORNIA	BACK-UP FREEZER STORAGE 22-23 SY	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B23-00149	VERITIV OPERATING COMPANY	PACKAGING FOR CENTRAL KITCHEN 22-23 SY	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B23-00150	PRODUCERS DAIRY FOODS INC	FRESH MILK FOR SUMMER PROGRAMS 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B23-00151	HOME DEPOT USA	COMMERCIAL LAUNDRY/WAREWASH SUPPLIES 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B23-00152	ECOLAB INC	TO PURCHASE WARE WASH SUPPLIES FOR SY 2022-23	NUTRITION SERVICES DEPARTMENT	13	90,000.00
B23-00153	RALEY'S BEL AIR NOB HILL FOODS	FOOD FOR NS CATERING/SPECIAL DIETS SY 2022-2023	NUTRITION SERVICES DEPARTMENT	13	5,000.00
B23-00154	PRODUCE EXPRESS INC	PRODUCE FOR FOOD LITERACY PROG. 2022-23	NUTRITION SERVICES DEPARTMENT	13	10,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00155	BIMBO BAKERIES USA INC	FRESH BUNS FOR 2022-23 SY SUMMER PROGRAMS	NUTRITION SERVICES DEPARTMENT	13	7,500.00
B23-00156	HOME 4 DINNER LLC	PRE-MADE UNBAKED PIZZA DURING 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	12,000.00
B23-00157	RL SCHREIBER INC	SPICES FOR CK PRODUCTION SY22-23	NUTRITION SERVICES DEPARTMENT	13	2,500.00
B23-00158	TAUZER APIARIES INC dba SOLA B EE FARMS	FRESH LOCAL HONEY FOR CK SY22-23	NUTRITION SERVICES DEPARTMENT	13	8,000.00
B23-00159	PLASTIC CONNECTIONS, INC	PACKAGING/FILM FOR CENTRAL KITCHEN SY 22-23	NUTRITION SERVICES DEPARTMENT	13	7,500.00
B23-00160	US FOODSERVICE	INGREDIENTS FOR CENTRAL KITCHEN SY22-23	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B23-00161	GENERAL PRODUCE CO LTD	DIRECT FRESH PRODUCE FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	1,500,000.00
B23-00162	GENERAL PRODUCE CO LTD	DIRECT FRESH PRODUCE FOR SUMMER 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	40,000.00
B23-00163	ONETO METAL PRODUCTS CORP	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B23-00164	PACIFIC SUPPLY INC	MATERIALS AS NEEDED FOR CARPENTRY/ROOFING SHOP	FACILITIES MAINTENANCE	01	1,000.00
B23-00165	Donald Gentry	ALTERNATOR/ELECTRICAL REPAIR - ADE	TRANSPORTATION SERVICES	01	9,500.00
B23-00166	HUNT & SONS INC	UNLEADED & DIESEL FUEL FOR BUSES AND WHITE FLEET	TRANSPORTATION SERVICES	01	325,000.00
B23-00167	POLAR BEAR AUTO, AIR & ELECTRI	AIR CONDITIONER REPAIRS FOR BUSES OSL	TRANSPORTATION SERVICES	01	40,000.00
B23-00168	PRUDENTIAL OVERALL SUPPLY	MECHANIC UNIFORMS PER CONTRACT	TRANSPORTATION SERVICES	01	15,000.00
B23-00169	RAMOS ENVIRONMENTAL SERVICES	REMOVE WASTE RECYCLER	TRANSPORTATION SERVICES	01	10,000.00
B23-00170	SACRAMENTO FIRE EXTINGUISHER C O.	FIRE EXTINGUISHER OUTSIDE LABOR AND REPAIR	TRANSPORTATION SERVICES	01	6,000.00
B23-00171	SAFETY KLEEN CORP	SHOP PARTS WASHER SUPPLIES	TRANSPORTATION SERVICES	01	1,500.00
B23-00172	NEW HOME BUILDING SUPPLY INC	CARPENTRY SUPPLIES FOR REPAIRS	FACILITIES MAINTENANCE	01	16,000.00
B23-00173	PERFORMANCE MOBILE DETAILING	BUS WASHING/DETAILING SUPP - PERFORMANCE MOBILE	TRANSPORTATION SERVICES	01	1,000.00
B23-00174	PIRTEK POWER INN	CUSTOM HYDRAULIC HOSES OUTSIDE LABOR	TRANSPORTATION SERVICES	01	2,000.00
B23-00175	RIVERVIEW INTERNATIONAL TRUCKS	OEM PARTS FOR INTERNATIONAL MODEL SCHOOL BUSES	TRANSPORTATION SERVICES	01	50,000.00
B23-00176	RIVERVIEW INTERNATIONAL TRUCKS	INTERNATIONAL BUS OUTSIDE LABOR AND REPAIRS	TRANSPORTATION SERVICES	01	100,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00177	SCHAEFFERS SPECIALIZED LUBRICA	DIESEL FUEL ADDITIVE FOR SCHOOL BUSES	TRANSPORTATION SERVICES	01	9,500.00
B23-00178	SHARE CORPORATION	SPECIALTY CLEANING PRODUCTS FOR MECHANIC SHOP	TRANSPORTATION SERVICES	01	4,950.00
B23-00179	SILKE COMMUNICATIONS	2 WAY RADIO MAINTENANCE & OUTSIDE LABOR AND REPAIR	TRANSPORTATION SERVICES	01	30,000.00
B23-00180	CHEF WORKS, INC	SMOCKS/COATS FOR CENTRAL KITCHEN STAFF SY 22-23	NUTRITION SERVICES DEPARTMENT	13	5,000.00
B23-00181	AQUA CLEAN SOLUTIONS	HOOD CLEANING/INSPECTIONS AT KITCHENS SY22-23	NUTRITION SERVICES DEPARTMENT	13	15,000.00
B23-00182	AHAN ENTERPRISES LLC	CARBORATOR REPAIR & SMOGS LABOR	TRANSPORTATION SERVICES	01	4,000.00
B23-00183	SNAP ON TOOLS	TORQUE WRENCH CALIBRATIONS LABOR & PARTS	TRANSPORTATION SERVICES	01	7,000.00
B23-00184	SYNOVIA SOLUTIONS LLC	GPS / CHILD CHECK SYSTEM REPLACEMENT PARTS	TRANSPORTATION SERVICES	01	145,000.00
B23-00185	TIFCO INDUSTRIES INC	ELECTRICAL / HARDWARE PARTS FOR SCHOOL BUSES	TRANSPORTATION SERVICES	01	4,950.00
B23-00186	U-NEAC FASTENERS INC	MECHANIC SHOP FABRICATION SUPPLIES	TRANSPORTATION SERVICES	01	1,000.00
B23-00187	UPHOLSTERY UNLIMITED	SEAT COVER/CUSHION LABOR & REPAIR	TRANSPORTATION SERVICES	01	3,000.00
B23-00188	VAN DE POL ENTERPRISES	DIESEL FUEL ONLY TRANSPORTATION FLEET	TRANSPORTATION SERVICES	01	300,000.00
B23-00189	Christina Van Noord	DMV/REGISTRATION SERVICES	TRANSPORTATION SERVICES	01	1,000.00
B23-00190	CDT	DRUG/ALCOHOL TESTING PROGRAM - CDT	TRANSPORTATION SERVICES	01	9,475.00
B23-00191	IRON MOUNTAIN RECORDS MANAGMT	CONFIDENTIAL DOCUMENT SHREDDING /IRON MOUNTAIN	TRANSPORTATION SERVICES	01	1,500.00
B23-00192	LINCOLN AQUATICS	SAC HIGH - SWIMMING POOL CHEMICALS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00
B23-00193	MORGAN-NELS INDUSTRIAL SUPPLY	MACHINE SHOP PARTS/SUPPLIES FOR CUSTODIAL	BUILDINGS & GROUNDS/OPERATIONS	01	20,000.00
B23-00194	ABE JANITORIAL SUPPLY	PARTS/SUPPLIES AS NEEDED FOR FSS	BUILDINGS & GROUNDS/OPERATIONS	01	15,000.00
B23-00195	DM FIGLEY CO INC	GLAZING MATERIALS AS NEEDED FOR REPAIRS 2022-23	FACILITIES MAINTENANCE	01	1,500.00
B23-00196	GRAINGER INC ACCOUNT #80927635 5	SUPPLIES FOR GLAZING SHOP 2022-23 SCHOOL YEAR	FACILITIES MAINTENANCE	01	3,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00197	KEYSTON BROS DISTRIBUTORS INC	MATERIALS/SUPPLIES FOR GLAZING SHOP 2022-23	FACILITIES MAINTENANCE	01	1,500.00
B23-00198	MOHAWK CARPET DISTRIBUTION	FLOORING SUPPLIES FOR SCHOOL YEAR 2022-23	FACILITIES MAINTENANCE	01	20,000.00
B23-00199	MORGAN-NELS INDUSTRIAL SUPPLY	SUPPLIES FOR GLAZING SHOP 2022-23 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B23-00200	PACIFIC FLOORING SUPPLY INC	MATERIALS/SUPPLIES FOR GLAZING SHOP 2022-23	FACILITIES MAINTENANCE	01	10,000.00
B23-00201	Rollac Shutter of Texas Inc.	MATERIALS/SUPPLIES FOR GLAZING SHOP 2022-23	FACILITIES MAINTENANCE	01	10,000.00
B23-00202	S & K THEATRICAL DRAPERIES INC	MATERIALS/SUPPLIES FOR GLAZING SHOP 2022-23	FACILITIES MAINTENANCE	01	10,000.00
B23-00203	SIERRA WINDOW COVERINGS INC	MATERIALS/SUPPLIES FOR GLAZING SHOP 2022-23	FACILITIES MAINTENANCE	01	1,000.00
B23-00204	DMG NORTH INC	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	15,000.00
B23-00205	NORMAN WRIGHT MECHANICAL EQUIP	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	6,000.00
B23-00206	SKASOL INC	HVAC MATERIALS/SUPPLIES FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	5,000.00
B23-00207	WHOLESALE OUTLET	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	1,000.00
B23-00208	JM ENVIRONMENTAL INC	RESTORATION AND ENVIRONMENTAL SERVICES	FACILITIES MAINTENANCE	01	25,000.00
B23-00209	PACIFIC WEST SIGNS	MATERIALS/SUPPLIES FOR SIGN SHOP (PAINTERS)	FACILITIES MAINTENANCE	01	500.00
B23-00210	NATIONAL ANALYTICAL LAB INC	SAMPLE TESTS FOR ASBESTOS SHOP 2022-2023	FACILITIES MAINTENANCE	01	3,500.00
B23-00211	ADI	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	20,000.00
B23-00212	ANIXTER INC	MATERIALS/SUPPLIES FOR LOCKSMITH SHOP	FACILITIES MAINTENANCE	01	20,000.00
B23-00213	AVF SYSTEMS INC	ANSWERING MONITOR SERVC E FOR FIRE ALARMS	FACILITIES MAINTENANCE	01	12,000.00
B23-00214	GRAYBAR ELECTRIC COMPANY INC	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	3,500.00
B23-00215	IDN Wilco, INC	MATERIALS/SUPPLIES FOR LOCKSMITH SHOP	FACILITIES MAINTENANCE	01	2,500.00
B23-00216	NATIONAL TIME & SIGNAL CORP	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	4,000.00
B23-00217	Perlmutter Purchasing Power	SERVICE & MATERIALS AS NEEDED ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	5,000.00
B23-00218	PLATT ELECTRIC SUPPLY	MATERIALS AS NEEDED FOR ELECTRONICS SHOP	FACILITIES MAINTENANCE	01	5,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00219	SYSTEMS TECH, INC.	FIRE ALARM INSPECTIONS SERVICE FEES	FACILITIES MAINTENANCE	01	60,000.00
B23-00220	Smog Mart, Inc.	CARBORATOR REPAIR & SMOGS LABOR	TRANSPORTATION SERVICES	01	4,800.00
B23-00221	VALLEY POWER SYSTEMS, INC.	BUS POWER SYSTEM LABOR & REPAIRS	TRANSPORTATION SERVICES	01	50,000.00
B23-00222	RING & PINION SERVICE	DIFFERENTIAL & DRIVETRAIN LABOR & REPAIR	TRANSPORTATION SERVICES	01	2,000.00
B23-00223	WEST COAST FRAME & COLLISION R EPAIR	SCHOOL BUS BODY WELDING LABOR & REPAIRS	TRANSPORTATION SERVICES	01	4,600.00
B23-00224	WEX BANK	FLEETTECH GREASE/ANTI 50/50	TRANSPORTATION SERVICES	01	25,000.00
B23-00225	BAREBONES WORKWEAR	STEEL TOE SAFETY BOOTS PER SEIU - BAREBONES	TRANSPORTATION SERVICES	01	2,500.00
B23-00226	CLEAN ENERGY	CLEAN NATURAL GAS FUEL FOR '02 BUSES	TRANSPORTATION SERVICES	01	25,000.00
B23-00228	FASTRAK VIOLATION PROCESSING	TOLL FEES THRU FIELD TRIP DEPT.	TRANSPORTATION SERVICES	01	250.00
B23-00229	Rabindra Prasad	DRIVER MEDICALS - PRASAD CHIROPRACTIC	TRANSPORTATION SERVICES	01	5,000.00
B23-00230	SAMBA HOLDINGS, INC	ELECTRONIC DRIVER PULL NOTICES - SAMBA	TRANSPORTATION SERVICES	01	3,000.00
B23-00231	STATE BOARD OF EQUALIZATION	QUARTERLY TAX RETURNS - BOE - STATE OF CALIFORNIA	TRANSPORTATION SERVICES	01	7,500.00
B23-00232	STATE WATER RESOURCES CONTROL BOARD	STORM WATER FEES - STATE WATER RESOURCES	TRANSPORTATION SERVICES	01	4,500.00
B23-00233	TRANSTRAKS	TRANSPORTATION DATA MANAGEMENT SERVICE	TRANSPORTATION SERVICES	01	29,000.00
B23-00234	SACRAMENTO VALLEY WILDLIFE SER V	WILDLIFE ANIMALS REMOVAL	BUILDINGS & GROUNDS/OPERATIONS	01	15,000.00
B23-00235	DFS Flooring LP	FLOORING SUPPLIES FOR SCHOOL YEAR 2022-23	FACILITIES MAINTENANCE	01	30,000.00
B23-00236	ENGINEERED FLOORS LLC	SUPPLIES FOR GLAZING/FLOORING SHOP 2022-23 SY	FACILITIES MAINTENANCE	01	10,000.00
B23-00237	INTERSTATE PLASTICS	MATERIALS/SUPPLIES FOR GLAZING SHOP 2022-2023	FACILITIES MAINTENANCE	01	4,000.00
B23-00238	PROFESSIONAL PLASTICS	MATERIALS/SUPPLIES FOR GLAZING SHOP 2022-23	FACILITIES MAINTENANCE	01	4,000.00
B23-00239	United California Glass & Door	SERVICE AND REPAIRS TO KITCHEN ROLL UP DOORS	FACILITIES MAINTENANCE	01	11,000.00
B23-00240	CAMCO WINDING & SALES INC dba CULVER ARMATURE & MOTOR	HVAC SUPPLIES AS NEEDED 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	29,000.00
B23-00241	DIABLO BOILER & STEAM INC	HVAC REPAIRS NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	10,860.00
B23-00242	JOHNSTONE SUPPLY INC	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	9,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00243	REFRIGERATION SUPPLIES DIST IN	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	20,000.00
B23-00244	SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT	BOILER OPERATIONAL PERMIT FEES FOR 2022-23 SY	FACILITIES MAINTENANCE	01	35,000.00
B23-00245	SIGLER WHOLESALER	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	12,000.00
B23-00246	TRANE PARTS CENTER	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	3,000.00
B23-00247	US AIR CONDITIONING DISTRIBUTOR S LLC	HVAC SUPPLIES FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	3,500.00
B23-00248	WESTERN PACIFIC DISTRIBUTORS	HVAC SUPPLIES NEEDED FOR 2022-2023 SCHOOL YEAR	FACILITIES MAINTENANCE	01	500.00
B23-00249	DUNN EDWARDS PAINTS	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	10,000.00
B23-00250	NGS HOLDINGS, INC	MATERIALS/SUPPLIES FOR SIGN SHOP (PAINTERS)	FACILITIES MAINTENANCE	01	10,000.00
B23-00251	NTS MIKEDON LLC	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	1,500.00
B23-00252	PPG ARCHITECTURAL	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	3,500.00
B23-00253	SHERWIN WILLIAMS CO	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	5,000.00
B23-00254	UNIVERSITY ART CENTER	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	1,400.00
B23-00255	VISTA PAINT CORPORATION	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	5,000.00
B23-00256	WAREHOUSE PAINT, INC.	MATERIALS/SUPPLIES FOR PAINT SHOP	FACILITIES MAINTENANCE	01	1,500.00
B23-00257	DIESEL EMISSIONS SERVICE	WAREHOUSE TRUCK (EMISSIONS) REPAIR SY22-23	NUTRITION SERVICES DEPARTMENT	01	500.00
				13	2,000.00
B23-00258	EAST BAY RESTAURANT SUPPLY INC	SMALLWARES FOR SITE KITCHENS SY22-23	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B23-00259	GRAINGER INC	KITCHEN/EQUIP PARTS & SUPPLIES FOR SY22-23	NUTRITION SERVICES DEPARTMENT	13	4,000.00
B23-00260	JOHN PEREIRA dba L&S REFRIGERATION	WAREHOUSE REFRIGERATION BOX REPAIRS FOR 22-23 SY	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B23-00261	R&S OVERHEAD DOORS AND GATES OF SACRAMENTO	WAREHOUSE ROLL-UP DOOR REPAIRS SY22-23	NUTRITION SERVICES DEPARTMENT	01	300.00
				13	1,200.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00262	COLLEGE OAK TOWING	WHSE/NUTRITION SERVICES VEHICLE TOWING SY22-23	NUTRITION SERVICES DEPARTMENT	01	160.00
				13	640.00
B23-00263	PAPE MATERIAL HANDLING BOBCAT WEST	HYSTER EQUIPMENT MAINTENANCE SY22-23	NUTRITION SERVICES DEPARTMENT	01	800.00
				13	3,200.00
B23-00264	RIVERVIEW INTERNATIONAL TRUCKS	NS WAREHOUSE TRUCK REPAIR SY22-23	NUTRITION SERVICES DEPARTMENT	01	1,000.00
				13	4,000.00
B23-00265	RAYMOND HANDLING CONCEPTS CORP	RAYMOND PALLET JACK MAINTENANCE SY22-23	NUTRITION SERVICES DEPARTMENT	01	2,000.00
				13	8,000.00
B23-00266	MERITECH SYSTEMS, LLC	CENTRAL KITCHEN HAND WASH SOLUTION SY22-23	NUTRITION SERVICES DEPARTMENT	13	2,500.00
B23-00267	PAUL BAKER PRINTING INC	MEAL BAG LABELS/CARDS FOR CNTRL KITCHEN SY22-23	NUTRITION SERVICES DEPARTMENT	13	1,965.62
B23-00268	COAST TRUCK CENTERS OF WEST SA C INC	TRANSPORT REFER UNIT REPAIRS SY22-23	NUTRITION SERVICES DEPARTMENT	13	8,000.00
B23-00269	PM TRUCK REPAIR	NS WAREHOUSE TRUCK REPAIR SY22-23	NUTRITION SERVICES DEPARTMENT	01	8,000.00
				13	32,000.00
B23-00270	EAST BAY RESTAURANT SUPPLY INC	SMALLWARES FOR CENTRAL KITCHEN SY22-23	NUTRITION SERVICES DEPARTMENT	13	20,000.00
B23-00271	ALLIED WASTE SERVICES N.A. LLC dba REPUBLIC SERVIES OF SAC	CENTRAL KITCHEN WASTE/RECYCLE SY22-23	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B23-00272	KAMPS PROPANE INC	PROPANE FOR CK/SECONDARY KITCHENS SY22-23	NUTRITION SERVICES DEPARTMENT	13	1,500.00
B23-00273	CHEFS TOYS LLC	SUPPLIES/SMALLWARES FOR SITE KITCHENS SY22-23	NUTRITION SERVICES DEPARTMENT	13	15,000.00
B23-00274	GARRATT-CALLAHAN COMPANY	CENTRAL KITCHEN BOILER WATER TREATMENT SY22-23	NUTRITION SERVICES DEPARTMENT	13	8,500.00
B23-00275	CROWN EQUIPMENT CORPORATION	WAREHOUSE FORKLIFT REPAIR	NUTRITION SERVICES DEPARTMENT	01	500.00
				13	2,000.00
B23-00276	PACIFIC MECHANICAL SERVICES	WHSE/CK REFRIGERATION REPAIRS/MAINT SY22-23	NUTRITION SERVICES DEPARTMENT	13	23,762.00
B23-00277	BECK'S SHOES INC	SAFETY SHOES FOR NS STAFF SY22-23	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B23-00278	TUCS EQUIPMENT INC	CK COOK CHILL EQUIPMENT REPAIR SY22-23	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B23-00279	HARRIS SCHOOL SOLUTIONS	EZSCHOOLPAY.COM TRANSACTION FEES SY22-23	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B23-00280	NATIONAL RESTAURANT ASSOC	SERVSAFE TESTING MATERIAL FOR N.S. STAFF SY22-23	NUTRITION SERVICES DEPARTMENT	13	4,500.00
B23-00281	AMERICAN REFRIGERATION SUPPLY ACCT #172405	CAFETERIA EQUIPMENT PARTS	NUTRITION SERVICES DEPARTMENT	13	30,000.00

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B23-00282	ELK GROVE TOYOTA SCION RENTAL DEPARTMENT	TOYOTA PRIUS SERVICE & REPAIR	NUTRITION SERVICES DEPARTMENT	13	3,000.00
B23-00283	FOLSOM LAKE FORD	N.S. TRUCK/VAN SERVICE & REPAIR	NUTRITION SERVICES DEPARTMENT	13	3,000.00
B23-00284	HEIECK SUPPLY INC	PLUMBING PARTS FOR KITCHENS	NUTRITION SERVICES DEPARTMENT	13	1,000.00
B23-00285	REFRIGERATION SUPPLIES DIST IN	KITCHEN EQUIPMENT PARTS	NUTRITION SERVICES DEPARTMENT	13	22,000.00
B23-00286	REFRIGERATION SOLUTIONS, LLC	CENTRAL KITCHEN REFRIGERATION PMS	NUTRITION SERVICES DEPARTMENT	13	3,000.00
B23-00287	CAMCO WINDING & SALES INC dba CULVER ARMATURE & MOTOR	CAFETERIA EQUIPMENT PARTS	NUTRITION SERVICES DEPARTMENT	13	2,100.00
B23-00288	COMMERCIAL APPLIANCE SERVICE	CAFETERIA EQUIPMENT PARTS	NUTRITION SERVICES DEPARTMENT	13	3,200.00
B23-00289	PARTS TOWN LLC	PARTS FOR KITCHEN EQUIPMENT	NUTRITION SERVICES DEPARTMENT	13	13,000.00
B23-00290	ZAJIC APPLIANCE SERVICE INC	WASHER/DRYER PARTS FOR KITCHEN EQUIPMENT	NUTRITION SERVICES DEPARTMENT	13	600.00
B23-00291	THE HOME DEPOT PRO	CAFETERIA/KITCHEN EQUIPMENT PARTS/SUPPLIES	NUTRITION SERVICES DEPARTMENT	13	7,000.00
B23-00292	GENERAL PRODUCE CO LTD	PRODUCE FOR NKH GRANT SUMMER FOOD PANTRY SY22-23	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B23-00293	SCIENTIFIC INSTRUMENT REPAIR	MICROSCOPE/SCIENTIFIC INSTRUMENT REPAIR 079112	PURCHASING SERVICES	01	5,100.00
B23-00294	JOSTENS INC	DIPLOMA INSERTS	PURCHASING SERVICES	01	10,000.00
B23-00295	DAILY JOURNAL CORP	DAILY JOURNAL FOR BID ADVERTISING #022153	PURCHASING SERVICES	01	8,000.00
B23-00296	RAY MORGAN CO	RAY MORGAN COMPANY COPIER PROGRAM	PURCHASING SERVICES	01	600,000.00
B23-00297	PITNEY BOWES RESERVE ACCOUNT	PITNEY BOWES RESERVE ACCT 10802379	PURCHASING SERVICES	01	225,000.00
B23-00298	THE SACRAMENTO BEE	BID ADVERTISING	PURCHASING SERVICES	01	7,000.00
B23-00299	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	MAIL METER QUARTERLY PAYMENT	PURCHASING SERVICES	01	10,300.00
B23-00300	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	SUPPLIES FOR MAILING MACHINE #001259	PURCHASING SERVICES	01	4,000.00
B23-00301	FEDEX	BLANKET ORDER: FED EX FOR BUSINESS SERVICES	BUSINESS SERVICES	01	100.00
B23-00302	T-MOBILE USA INC	T-MOBILE ACCT/ RADIO PHONES FY22-23	BG CHACON ACADEMY	09	1,104.31
B23-00303	PACIFIC OFFICE AUTOMATION	RISO PRODUCT SUPPLIES 2022-2023 YEAR	WEST CAMPUS	01	1,500.00
B23-00304	UPSTATE NIAGARA COOPERATIVE	YOGURT & CHEESE FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	90,000.00
B23-00305	LINCOLN AQUATICS	LBHS - SWIMMING POOL CHEMICALS	BUILDINGS & GROUNDS/OPERATIONS	01	10,000.00

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Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00306	STERICYCLE INC	Shred-it Contract for Business Services	BUSINESS SERVICES	01	1,000.00
B23-00307	G2 SOLUTIONS, INC	LIVE SCAN FINGERPRINT CLEARANCES 2022-2023	HUMAN RESOURCE SERVICES	01	4,000.00
B23-00308	RAY MORGAN CO	Supplies for Canon iPF8400 Banner Maker	CENTRAL PRINTING SERVICES	01	4,000.00
B23-00309	RAY MORGAN CO	1-YEAR SERVICE AGREEMENT SERVICE FOR CANON iPF8400	CENTRAL PRINTING SERVICES	01	1,260.00
B23-00310	MATHEWS FAMILY ENTERPRISES AQU A PERFECTION	SWIMMING POOL SUPPLIES/MAINTENANCE	BUILDINGS & GROUNDS/OPERATIONS	01	12,978.50
B23-00311	MIDAS AUTO SERVICE EXPERTS	VEHICLE SERVICE & PARTS AS NEEDED	BUILDINGS & GROUNDS/OPERATIONS	01	5,000.00
B23-00312	SLAKEY BROS INC	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	1,000.00
B23-00313	WIREFENCE PRODUCTS	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	3,000.00
B23-00314	AMERICAN TIME & SIGNAL CO	CLOCK SUPPLIES FOR ELECTRICAL SHOP 2022-2023 SY	FACILITIES MAINTENANCE	01	1,000.00
B23-00315	BATTERY SYSTEMS	BATTERY SUPPLIES FOR ELECTRICAL SHOP 2022-2023 SY	FACILITIES MAINTENANCE	01	2,500.00
B23-00316	CALIFORNIA QUALITY PLASTICS	ELECTRICAL SUPPLIES/MATERIALS 2022-23 SCHOOL YEAR	FACILITIES MAINTENANCE	01	9,000.00
B23-00317	CENTRAL VALLEY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES FOR ELECTRICAL SHOP	FACILITIES MAINTENANCE	01	5,000.00
B23-00318	EMERGENCY LIGHTING EQUIPMENT SERVICE CO INC	LIGHTING SUPPLIES FOR ELECTRICAL SHOP	FACILITIES MAINTENANCE	01	10,000.00
B23-00319	GRAINGER INC	MATERIALS FOR ELECTRIC SHOP 2022-2023	FACILITIES MAINTENANCE	01	10,000.00
B23-00320	3 FORTY INC	Community Events FY 23 Sound & Audio Rental	COMMUNICATIONS OFFICE	01	5,600.00
B23-00321	WHITE CAP CONSTRUCTION SUPPLY	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	2,000.00
B23-00322	CAMCO WINDING & SALES INC dba CULVER ARMATURE & MOTOR	CULVER ARMATURE FOR ELECTRICAL SUPPLIES 2022-23 SY	FACILITIES MAINTENANCE	01	6,000.00
B23-00323	FASTENAL CO	ELECTRICAL MATERIALS FOR 2022-2023 SY	FACILITIES MAINTENANCE	01	2,500.00
B23-00324	SAC TACOS, LLC	Catering for 2022-23 Community Events	COMMUNICATIONS OFFICE	01	6,400.00
B23-00325	US BANK CORPORATE PAYMENT SYS	MASTER AGREEMENT FOR CAL CARD TRANSACTIONS	PURCHASING SERVICES	01	3,000,000.00
B23-00326	VIKING SHRED LLC	CONFIDENTIAL RECORDS SHREDDING	WILLIAM LAND ELEMENTARY	01	282.75

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
B23-00327	IRON MOUNTAIN RECORDS MANAGMT	STORAGE OF PAYROLL RECORDS 2022/2023	EMPLOYEE COMPENSATION	01	17,000.00
B23-00328	HERFF JONES INC	DIPLOMA	ROSEMONT HIGH SCHOOL	01	213.69
B23-00329	FEDEX	FEDEX FOR 2022-23 SCHOOL YEAR	SUPERINTENDENTS OFFICE	01	300.00
B23-00330	RAY MORGAN CO	MONTHLY WATER SYSTEM MAINTENANCE AGR.	THEODORE JUDAH ELEMENTARY	01	420.00
B23-00331	ALL WEST COACHLINES INC	CHARTER BUS FOR 2022 SUMMER - ALL WEST	YOUTH DEVELOPMENT	01	6,000.00
B23-00332	SA PIAZZA & ASSOC LLC	PIZZA & CHEESE BITES 2022-23	NUTRITION SERVICES DEPARTMENT	13	120,000.00
B23-00333	LA TAPATIA TORTILLERIA INC	TORTILLAS & TACO SHELLS FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	10,000.00
B23-00334	DANONE US INC	SMOOTHIES FOR 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	31,000.00
B23-00335	GOLD STAR FOODS INC	MISC. PAPER & FOOD PRODUCT WAREHOUSE 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	100,000.00
B23-00336	PEPSICO INC	SUNCHIPS & ROLL OATS 2022-23	NUTRITION SERVICES DEPARTMENT	13	48,000.00
B23-00337	CHRIS or LAURA LOVE	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00338	FATIMA MARIN	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00339	ANITA JAIN AND DENNIS O'BRIEN	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00340	TODD or KATHERINE ELORDUY	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00341	MICHELLE NG	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00342	LYDIA LEDESMA	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00343	IRINA STALEY	REIMBURSEMENT PER OAH#20210030598	SPECIAL EDUCATION DEPARTMENT	01	77,500.00
B23-00344	KEVIN or ARLENE HAAG	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00345	ABBIE or STEVE WERTHEIM	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00346	Lisa Arnold-Fernandez	FEDERAL PROPORTIONMENT - 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
B23-00347	Henry / Fumiko Calanchini	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
CHB23-00001	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES 2022-2023	MATSUYAMA ELEMENTARY SCHOOL	01	7,000.00
CHB23-00002	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 - SERNA (NON-INST)	EARLY LEARNING & CARE PROGRAMS	12	10,000.00
CHB23-00003	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 - HS, ST, FD, PD, WR (INST)	EARLY LEARNING & CARE PROGRAMS	12	8,400.00
CHB23-00004	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 - HS, ST, PD, FD, WR (NON-INST)	EARLY LEARNING & CARE PROGRAMS	12	7,700.00

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CHB23-00005	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 - FB, SA (INST)	EARLY LEARNING & CARE PROGRAMS	12	4,000.00
CHB23-00006	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 - FB, SA (NON-INST)	EARLY LEARNING & CARE PROGRAMS	12	4,000.00
CHB23-00007	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 2022-2023 SCHOOL YEAR	STRATEGY & CONTINUOUS IMPRV MNT	01	2,500.00
CHB23-00008	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES 2022-23	ADMIN-LEGAL COUNSEL	01	1,500.00
CHB23-00009	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES 2022-23	SAFE SCHOOLS OFFICE	01	1,500.00
CHB23-00010	ODP BUSINESS SOLUTIONS LLC	WORKERS COMP SUPPLIES/MATERIALS w/ OFFICE DEPOT	RISK MANAGEMENT	67	12,000.00
CHB23-00011	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT FOR SUPPLIES AND MATERIALS 22/23 SY	RISK MANAGEMENT	01	10,000.00
CHB23-00012	ODP BUSINESS SOLUTIONS LLC	Office and Classroom Supplies	THE MET	09	8,000.00
CHB23-00013	ODP BUSINESS SOLUTIONS LLC	BLANKET ORDER: OFFICE DEPOT SUPPLIES	BUSINESS SERVICES	01	3,500.00
CHB23-00014	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 2022-23 S.Y.	CONSOLIDATED PROGRAMS	01	1,200.00
CHB23-00015	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT FOR 2022-23	COMMUNICATIONS OFFICE	01	3,500.00
CHB23-00016	ODP BUSINESS SOLUTIONS LLC	BLANKET ORDER: OFFICE DEPOT SUPPLIES FY 22-23	EQUITY, ACCESS & EXCELLENCE	01	3,000.00
CHB23-00017	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES FOR NUTRITION/KITCHENS SY 2022-23	NUTRITION SERVICES DEPARTMENT	13	33,000.00
CHB23-00018	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES FOR DISTRIBUTION SERVICES 2022/23	NUTRITION SERVICES DEPARTMENT	01	1,000.00
CHB23-00019	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL SUPPLIES / GENERAL FUND	H.W. HARKNESS ELEMENTARY	01	4,000.00
CHB23-00020	ODP BUSINESS SOLUTIONS LLC	2022-2023 SY OFFICE DEPOT BLANKET	WILL C. WOOD MIDDLE SCHOOL	01	10,000.00
CHB23-00021	ODP BUSINESS SOLUTIONS LLC	FY 22-23 - OFFICE DEPOT BLANKET GF 4310	KIT CARSON INTL ACADEMY	01	4,000.00
CHB23-00022	ODP BUSINESS SOLUTIONS LLC	FY 22-23 - OFFICE DEPOT BLANKET- LCFF/F/R(4310)	KIT CARSON INTL ACADEMY	01	7,000.00
CHB23-00023	ODP BUSINESS SOLUTIONS LLC	FY 22-23 - OFFICE DEPOT BLANKET- TITLE 1 (3010)	KIT CARSON INTL ACADEMY	01	6,000.00
CHB23-00024	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT BO 2022/2023 GENERAL	FERN BACON MIDDLE SCHOOL	01	1,000.00
CHB23-00025	ODP BUSINESS SOLUTIONS LLC	WORKABILITY SUPPLIES OFFICE DEPOT	SPECIAL EDUCATION DEPARTMENT	01	2,000.00
CHB23-00026	ODP BUSINESS SOLUTIONS LLC	ESY Materials and Supplies for 22-23 School Year	SPECIAL EDUCATION DEPARTMENT	01	15,000.00
CHB23-00027	ODP BUSINESS SOLUTIONS LLC	CENTRAL SUPPORT OFFICE DEPOT	SPECIAL EDUCATION DEPARTMENT	01	25,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB23-00028	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT SUPPLIES FOR 2022/2023 SCHOOL YEAR	MATRICULATION/ORIENTATI ON CNTR	01	4,000.00
CHB23-00029	ODP BUSINESS SOLUTIONS LLC	2022-2023 INSTRUCTIONAL SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	5,000.00
CHB23-00030	ODP BUSINESS SOLUTIONS LLC	2022-2023 INSTRUCTIONAL SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	5,000.00
CHB23-00031	LAKESHORE LEARNING CORP ATTENT ION: JON BELL	LAKESHORE 22-23 - ALL PS SITES (INST)	EARLY LEARNING & CARE PROGRAMS	12	37,360.00
CHB23-00032	SCUSD - PAPER USAGE	COPIER PAPER 2022-23	ADMIN-LEGAL COUNSEL	01	500.00
CHB23-00033	SCUSD - PAPER USAGE	PAPER USAGE	RISK MANAGEMENT	01	1,500.00
CHB23-00034	SCUSD - PAPER USAGE	Copy Paper Usage 2022-23 S.Y.	CONSOLIDATED PROGRAMS	01	250.00
CHB23-00035	SCUSD - RAY MORGAN CO	COPIERS FOR SITE LOCATED PROGRAMS	SPECIAL EDUCATION DEPARTMENT	01	3,500.00
CHB23-00036	SCUSD - PAPER USAGE	SERNA PAPER USAGE	SPECIAL EDUCATION DEPARTMENT	01	3,800.00
CHB23-00037	SCUSD - RAY MORGAN CO	SERNA COPIER USAGE 2022-2023 SCHOOL YEAR	STRATEGY & CONTINUOUS IMPRVMNT	01	2,000.00
CHB23-00038	SCUSD - RAY MORGAN CO	COPIER USAGE 2022-23	ADMIN-LEGAL COUNSEL	01	500.00
CHB23-00039	SCUSD - RAY MORGAN CO	SERNA: COPIER USAGE	RISK MANAGEMENT	01	1,200.00
CHB23-00040	SCUSD - RAY MORGAN CO	Copier Usage/ Rental	THE MET	09	2,500.00
CHB23-00041	SCUSD - RAY MORGAN CO	COPIER/SERNA USAGE	BUSINESS SERVICES	01	5,000.00
CHB23-00042	SCUSD - RAY MORGAN CO	Serna Copier Usage 2022-23 S.Y.	CONSOLIDATED PROGRAMS	01	1,200.00
CHB23-00043	SCUSD - RAY MORGAN CO	CANON COPIER RENTAL/NUTRITION 22/23	NUTRITION SERVICES DEPARTMENT	13	5,000.00
CHB23-00044	SCUSD - RAY MORGAN CO	CANON COPIER RENTAL/WAREHOUSE 22/23	NUTRITION SERVICES DEPARTMENT	01	500.00
				13	2,500.00
CHB23-00045	SCUSD - RAY MORGAN CO	CANON COPIER RENTAL 22-23 SY	WILL C. WOOD MIDDLE SCHOOL	01	6,000.00
CHB23-00046	SCUSD - RAY MORGAN CO	FY 22-23 - CANON COPIER IMAGE RUNNER #161979	KIT CARSON INTL ACADEMY	01	3,000.00
CHB23-00047	SCUSD - RAY MORGAN CO	CANON COPIER- COPIER RENTAL	BUILDINGS & GROUNDS/OPERATIONS	01	3,000.00
CHB23-00048	THE HOME DEPOT PRO	JANITORIAL SUPPLIES FOR TRANS DEPT - SUPPLY WORKS	TRANSPORTATION SERVICES	01	12,000.00
CHB23-00049	THE HOME DEPOT PRO	Custodial Supplies	THE MET	09	7,000.00
CHB23-00050	THE HOME DEPOT PRO	NUTRITION/CK CUSTODIAL SUPPLIES 2022-23 SY	NUTRITION SERVICES DEPARTMENT	13	5,000.00
CHB23-00051	THE HOME DEPOT PRO	WAREHOUSE CUSTODIAL SUPPLIES 2022-23 SY	NUTRITION SERVICES DEPARTMENT	01	1,000.00
CHB23-00052	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES AS NEEDED FOR OPERATIONS	BUILDINGS & GROUNDS/OPERATIONS	01	30,000.00
CHB23-00053	THE HOME DEPOT PRO	FOR SERNA - CUSTODIAL SUPPLIES AS NEEDED	BUILDINGS & GROUNDS/OPERATIONS	01	28,000.00

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Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB23-00054	THE HOME DEPOT PRO	SEVERE CLASS SUPPLIES: SUPPLYWORKS/HOME DEPOT	SPECIAL EDUCATION DEPARTMENT	01	11,000.00
CHB23-00055	THE HOME DEPOT PRO	ESY SEVERE CLASS SUPPLIES FOR SCHOOL YEAR 22-23	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
CHB23-00056	THE HOME DEPOT PRO	JANITORIAL SUPPLIES 22-23	BOWLING GREEN ELEMENTARY	09	7,300.00
CHB23-00057	THE HOME DEPOT PRO	CUSTODIAL '22-23' / SUPPLYWORKS	BG CHACON ACADEMY	09	9,900.00
CHB23-00058	SCUSD - RAY MORGAN CO	CANON COPIER 22-23	BOWLING GREEN ELEMENTARY	09	4,000.00
CHB23-00059	SCUSD - RAY MORGAN CO	CANON COPIER 2022-2023	BG CHACON ACADEMY	09	2,500.00
CHB23-00060	SCUSD - RAY MORGAN CO	CANON COPIERS	LEONARDO da VINCI ELEMENTARY	01	10,000.00
CHB23-00061	SCUSD - RAY MORGAN CO	CANON COPIERS	ABRAHAM LINCOLN ELEMENTARY	01	8,000.00
CHB23-00062	SCUSD - RAY MORGAN CO	CANON COPIER CONTRACT 2022/23	PACIFIC ELEMENTARY SCHOOL	01	8,000.00
CHB23-00063	SCUSD - RAY MORGAN CO	RENTAL ON 3 CANON COPIERS FOR 22/23 SCH YR	THEODORE JUDAH ELEMENTARY	01	10,000.00
CHB23-00064	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22/23	BOWLING GREEN ELEMENTARY	09	10,000.00
CHB23-00065	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 4310 '22-23' TEACHERS SUPPLIES	BG CHACON ACADEMY	09	10,000.00
CHB23-00066	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 4320 '22-23' OFFICE SUPPLIES	BG CHACON ACADEMY	09	10,000.00
CHB23-00067	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES 2022-2023 FOR HUMAN RESOURCES DEPT	HUMAN RESOURCE SERVICES	01	19,000.00
CHB23-00068	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT/SUPPLEMENTAL SUPPLIES	ABRAHAM LINCOLN ELEMENTARY	01	10,000.00
CHB23-00069	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT SUPPLIES - 2022-2023 ACADEMIC YEAR	WEST CAMPUS	01	6,000.00
CHB23-00070	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT CHARGEBACK ACCT - INSTRUCTIONAL MTLs	WILLIAM LAND ELEMENTARY	01	14,000.00
CHB23-00071	ODP BUSINESS SOLUTIONS LLC	22-23 OFFICE DEPOT BLANKET	THEODORE JUDAH ELEMENTARY	01	10,000.00
CHB23-00072	ODP BUSINESS SOLUTIONS LLC	22-23 OFFICE DEPOT BLANKET- OFFICE SUPPLIES	THEODORE JUDAH ELEMENTARY	01	500.00
CHB23-00073	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	5,000.00
CHB23-00074	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT - FY 22/23 SCHOOL SUPPLIES AS NEEDED	CROCKER/RIVERSIDE ELEMENTARY	01	20,000.00
CHB23-00075	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 - PRSCH ENROLLMENT (NON-INST)	EARLY LEARNING & CARE PROGRAMS	12	6,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB23-00076	ODP BUSINESS SOLUTIONS LLC	CTE OFFICE SUPPLIES NON-INSTRUCTIONAL	CAREER & TECHNICAL PREPARATION	01	2,000.00
CHB23-00077	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT-SUPPLIES/MATERIALS AS NEEDED FY22/23	EMPLOYEE COMPENSATION	01	5,000.00
CHB23-00078	SCUSD - PAPER USAGE	PAPER USAGE	EMPLOYEE COMPENSATION	01	899.00
CHB23-00079	SCUSD - RAY MORGAN CO	SERNA: COPIER USAGE	EMPLOYEE COMPENSATION	01	1,200.00
CHB23-00080	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT 22-23 GENERAL FUND	AMERICAN LEGION HIGH SCHOOL	01	1,500.00
CHB23-00081	SCUSD - PAPER USAGE	PAPER USAGE	CAREER & TECHNICAL PREPARATION	01	700.00
CHB23-00082	RAY MORGAN/SCUSD	PRSCH REG: GENESIS 22-23 - COPIER RENTAL	EARLY LEARNING & CARE PROGRAMS	12	8,000.00
CHB23-00083	RAY MORGAN/SCUSD	SERNA: COPIER USAGE 2022-23	SUPERINTENDENTS OFFICE	01	2,500.00
CHB23-00084	SCUSD - PAPER USAGE	PAPER USAGE 2022-23	SUPERINTENDENTS OFFICE	01	1,000.00
CHB23-00085	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT FOR 2022-23	SUPERINTENDENTS OFFICE	01	3,500.00
CHB23-00086	THE HOME DEPOT PRO	H DEPOT 22-23: PRSCH REG: GENESIS - CUST SUPPL	EARLY LEARNING & CARE PROGRAMS	12	3,000.00
CHB23-00087	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT- 21-22 YDSS	YOUTH DEVELOPMENT	01	4,000.00
CHB23-00088	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT- 22/23 AIEP	YOUTH DEVELOPMENT	01	400.00
CHB23-00089	ODP BUSINESS SOLUTIONS LLC	COPY PAPER & CLASSROOM SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	8,000.00
CHB23-00090	ODP BUSINESS SOLUTIONS LLC	COPY PAPER & CLASSROOM SUPPLEMENTAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	8,000.00
CHB23-00091	ODP BUSINESS SOLUTIONS LLC	CLASSROOM SUPPLIES TITLE1	ROSEMONT HIGH SCHOOL	01	10,000.00
CHB23-00092	SCUSD - PAPER USAGE	PAPER USAGE 2022-23	YOUTH DEVELOPMENT	01	500.00
CHB23-00093	SCUSD - RAY MORGAN CO	COPIER RENTAL & USAGE 22-23	YOUTH DEVELOPMENT	01	1,000.00
CHB23-00094	SCUSD - RAY MORGAN CO	CANON COPIER FOR 22/23 SCHOOL YEAR	MATSUYAMA ELEMENTARY SCHOOL	01	3,000.00
CHB23-00095	SCUSD - RAY MORGAN CO	CANON COPIER - 2022-2023	GOLDEN EMPIRE ELEMENTARY	01	4,000.00
CHB23-00096	SCUSD - RAY MORGAN CO	CANON COPIER RENTAL 2022-2023	WEST CAMPUS	01	6,500.00
CS22-00450	NORTH AMERICAN TECHNICAL SERVICES	0520-433 HJHS STADIUM IN-PLANT INSPECTION	FACILITIES SUPPORT SERVICES	21	5,200.00
CS22-00451	KCB INVESTMENTS LLC	455-1 SHADE STRUCTURE PHASE 2 DSA INSPECTION	FACILITIES SUPPORT SERVICES	01	19,950.00
CS22-00452	SCOE INSTRUCTIONAL SUPPORT	After Close	PARKWAY ELEMENTARY SCHOOL	01	4,400.00
CS22-00455	PETE RAMIREZ	AIEP-CHAWSE GRINDING ROCK	YOUTH DEVELOPMENT	01	2,250.00
CS22-00456	CITY OF SACRAMENTO YOUTH, PARKS & COMMUNITY	LAW ENFORCEMENT SERVICES-LARGE EVENTS	SAFE SCHOOLS OFFICE	01	1,516.00

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CS22-00458	HENRY FISK	Mural 1	PARKWAY ELEMENTARY SCHOOL	01	9,000.00
CS22-00459	HENRY FISK	2nd School Mural	PARKWAY ELEMENTARY SCHOOL	01	12,500.00
CS22-00460	HENRY FISK	CONTRACT FOR MURAL ART PROJECT	JOHN H. STILL - K-8	01	20,000.00
CS22-00461	BRAILSFORD & DUNLAVEY INC	457 SECURITY FENCING 7 SITES-CM SERV	FACILITIES SUPPORT SERVICES	21	64,080.00
CS23-00002	MEGAN STONE DO INC	OT/PT/PSYCH REVIEW & AUTHORIZATION	SPECIAL EDUCATION DEPARTMENT	01	35,000.00
CS23-00003	BETSUA ABIGAIL FUNEZ ABREGO	LUTHER BURBANK SUMMER EL SUPPORT	LUTHER BURBANK HIGH SCHOOL	01	2,000.00
CS23-00004	FITZPATRICK DEVELOPMENT GROUP	Make updates to 23-24 HSSP & add transl	ENROLLMENT CENTER	01	2,500.00
CS23-00005	NEW FAZE DEVELOPMENT INC	STRATEGIC/INNOVATIVE SAFETY/SECURITY PLAN DEV.	FACILITIES SUPPORT SERVICES	21	50,000.00
CS23-00006	COUNCIL OF THE GREAT CITY SCHOOLS	SCUSD HR SST REVIEW	HUMAN RESOURCE SERVICES	01	50,000.00
CS23-00007	IGNITE COLLECTIVE INC	INDEPENDENT EDUCATIONAL EVAL PER OAH 2022030356	SPECIAL EDUCATION DEPARTMENT	01	6,000.00
CS23-00008	MCCOLGAN & ASSOCIATES INC	INDEPENDENT EDUCATIONAL EVAL PER OAH 2022030356	SPECIAL EDUCATION DEPARTMENT	01	6,000.00
CS23-00009	GROWING HEALTHY CHILDREN THERAPY SERVICES INC	INDEPENDENT EDUCATIONAL EVAL PER OAH 2022030356	SPECIAL EDUCATION DEPARTMENT	01	12,000.00
CS23-00010	AMBER FITZGERALD	CONSULTATION SERVICES FOR PRESCHOOL IMPLEMENTATION	SPECIAL EDUCATION DEPARTMENT	01	1,400.00
CS23-00011	BOYS & GIRLS CLUBS OF GREATER SACRAMENTO	SUMMER 2022-B&G CLUBS	YOUTH DEVELOPMENT	01	72,317.10
CS23-00012	LEADERS OF TOMORROW AFTER SCHOOL PROGRAM	SUMMER 2022-LEADERS OF TOMORROW	YOUTH DEVELOPMENT	01	94,862.20
CS23-00013	EMPOWERING POSSIBILITIES UNLIMITED INC	SUMMER 2022-EPU	YOUTH DEVELOPMENT	01	94,862.20
CS23-00014	CENTER FOR FATHERS & FAMILIES	SUMMER 2022-CFF	YOUTH DEVELOPMENT	01	149,069.17
CS23-00015	SACRAMENTO CHINESE COMMUNITY	SUMMER 2022-SCCSC	YOUTH DEVELOPMENT	01	1,043,484.20
CS23-00016	YMCA OF SUPERIOR CALIFORNIA	SUMMER 2022-YMCA	YOUTH DEVELOPMENT	01	90,521.00
CS23-00017	ROSE FAMILY CREATIVE EMPOWERMENT CENTER	SUMMER 2022-RFCEC	YOUTH DEVELOPMENT	01	398,513.70
CS23-00019	LPC CONSULTING ASSOCIATES INC	LPC Attend Toolkit FY 23	ENROLLMENT CENTER	01	45,000.00
CS23-00027	PSAT NMSQT	PSAT & SAT SCHOOL DAY 2022-2023	STRATEGY & CONTINUOUS IMPROVEMENT	01	193,525.00

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ESCAPE ONLINE

Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS23-00075	KITCHELL CEM INC	0262-461 NICHOLAS NEW SCHOOL-CONST MGMT SERV	FACILITIES SUPPORT SERVICES	21	1,554,180.00
CS23-00113	HMC ARCHITECTS	0262 NICHOLAS NEW SCHOOL-A/E SERV	FACILITIES SUPPORT SERVICES	21	2,460,000.00
CS23-00115	NACHT & LEWIS ARCHITECTS INC	DIST DESIGN STAND & TECH SPECS-ARCH SERV	FACILITIES SUPPORT SERVICES	21	233,389.00
CS23-00124	INNOVATIVE CONSTRUCTION SERVICES INC	0265 OAK RIDGE ES REPLACEMENT-CM SERV	FACILITIES SUPPORT SERVICES	21	1,450,000.00
P22-03966	AMAZON CAPITAL SERVICES	Math Manipulative order for SS	CURRICULUM & PROF DEVELOP	01	905.28
P22-03967	LUX BUS AMERICA CO	TRANSPORTATION FOR BASEBALL TEAM	LUTHER BURBANK HIGH SCHOOL	01	1,238.58
P22-03968	AMAZON CAPITAL SERVICES	ESY STUDENT MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	1,720.80
P22-03969	JACOB SCHAFER dba SCHAFER GRAPHIC SOLUTIONS	FULL GRAPHIC WRAP LABOR-NS TRUCKS	NUTRITION SERVICES DEPARTMENT	13	8,400.00
P22-03970	CDW GOVERNMENT	HEERF_DESKTOP MINI_STAFF/TEACHER	CHARLES A. JONES CAREER & ED	11	22,579.46
P22-03972	KATIE SMITH	SETTLEMENT REIMBURSEMENT OAH 2022030207	SPECIAL EDUCATION DEPARTMENT	01	3,150.00
P22-03973	Legend Theatrical Inc.	H JOHNSON INSTALLATION OF AUDITORIUM PIT NET	FACILITIES MAINTENANCE	01	20,080.00
P22-03974	CDW GOVERNMENT	CLASSROOM PRINTER	WEST CAMPUS	01	1,305.00
P22-03975	CDW GOVERNMENT	EXTERNAL CD/DVD DRIVE	WEST CAMPUS	01	167.39
P22-03976	CDW GOVERNMENT	SHARP VIDEO MONITORS	WEST CAMPUS	01	1,497.78
				01	5,991.11
P22-03977	CDW GOVERNMENT	DESKTOP - SR. JAIME	WEST CAMPUS	01	1,326.31
P22-03978	CAPITOL BARRICADE INC	After Close	ELDER CREEK ELEMENTARY SCHOOL	01	1,256.06
P22-03979	TRUE NATURAL FOODS INC	QUESIDILLAS FOR SUMMER PROGRAMS SY21-22	NUTRITION SERVICES DEPARTMENT	13	33,235.20
P22-03980	BIMBO BAKEHOUSE	CIABATTA ROLLS FOR SUMMER PROGRAMS	NUTRITION SERVICES DEPARTMENT	13	49,022.40
P22-03981	KRISTEN JORDAN	SETTLEMENT REIMBURSEMENT PER OAH 2020090508	SPECIAL EDUCATION DEPARTMENT	01	29,544.93
P22-03985	AMERICAN RIVER COLLEGE	ARC-AISI	YOUTH DEVELOPMENT	01	2,000.00
P22-03986	CHARTER AMERICA BUS CO	CHARTER BUS-INDIAN GRINDING ROCK	YOUTH DEVELOPMENT	01	1,272.00
P22-03987	ZONAR SYSTEMS INC	ZONAR GPS FOR NS NEW FLEET VEHICLES	NUTRITION SERVICES DEPARTMENT	13	3,980.13
P22-03988	CRISIS PREVENTION INSTITUTE	CPI BLENDED LEARNING	SPECIAL EDUCATION DEPARTMENT	01	13,146.50
P22-03989	IBS OF SACRAMENTO VALLEY	[After Close] BATTERIES FOR CLEANING EQUIPMENT	FACILITIES MAINTENANCE	01	943.66
P22-03990	THE HOME DEPOT PRO	(After Close) CUSTODIAL SUPPLIES	BUILDINGS & GROUNDS/OPERATIONS	01	49,996.33

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Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P22-03991	ERIC L. BUTLER	After Close	ALICE BIRNEY WALDORF - K-8	01	2,500.00
P22-03992	ALLIANCE REDWOODS CONF GROUND	6TH GRADE SCIENCE OVERNIGHT TRIP	WASHINGTON ELEMENTARY SCHOOL	01	11,385.00
P22-03993	COUNTY OF SACRAMENTO ENVIRONM EN TAL MGMT DEPT	CONFIRMING - SAC HI POOL PERMIT	FACILITIES MAINTENANCE	01	546.00
P22-03994	PAPE MATERIAL HANDLING	LASER GUIDE REPLACEMENT FOR REACH FORKLIFT	NUTRITION SERVICES DEPARTMENT	13	3,106.14
P22-03995	ALL WEST COACHLINES	BUS FOR FIELD TRIP	ETHEL I. BAKER ELEMENTARY	01	2,853.90
P22-03996	ASHLEY VANG	School Logo Mural	ELDER CREEK ELEMENTARY SCHOOL	01	3,000.00
P22-03997	CATHERINE & RICK HEYER	SETTLEMENT REIMB for SEP21-FEB22	SPECIAL EDUCATION DEPARTMENT	01	2,290.00
P22-03998	PAIGE ROGOWSKI	SETTLEMENT REIMBURSEMENT PER OAH 2021080640	SPECIAL EDUCATION DEPARTMENT	01	300.00
P22-03999	PAJAI YANG	Red Letters	ELDER CREEK ELEMENTARY SCHOOL	01	200.00
P22-04000	PARKER LANDSCAPE DEV INC	IRRIGATION REPAIRS AT VARIOUS SCHOOLS	FACILITIES MAINTENANCE	01	19,512.26
P22-04001	BRIGHTVIEW LANDSCAPE DEVELOPME NT	IRRIGATION REPAIRS AT VARIOUS SCHOOLS	FACILITIES MAINTENANCE	01	7,940.71
				01	7,059.29
P22-04002	DONNA SHIOYA	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,470.00
P22-04003	SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT	TREAT AS CONFIRMING - SETTLEMENT AIR QUALITY	FACILITIES MAINTENANCE	01	6,953.00
P22-04004	NADIAH PORTER	SETTLEMENT PAYMENT A.C.	SPECIAL EDUCATION DEPARTMENT	01	800.00
P22-04005	KENNETH or HEATHER REYNOLDS	REIMBURSEMENT PER OAH 2021010161	SPECIAL EDUCATION DEPARTMENT	01	555.65
P22-04006	CDW GOVERNMENT	CHROMEBOOKS	BG CHACON ACADEMY	09	113,144.67
P22-04007	APPLE INC	APPLE iMAC	WEST CAMPUS	01	3,197.30
P22-04008	ECHINESE LLC	ECHINESE TEACHING AND LEARNING CURRICULUM	WILLIAM LAND ELEMENTARY	01	9,796.80
P22-04009	BRAINPOP	Brain POP 2022 add on	ACADEMIC OFFICE	01	19,317.09
P22-04010	ALICIA JAIME-RAZO	ZAMBOMBAZO MEMBERSHIP - TREAT AS CONFIRMING	WEST CAMPUS	01	83.99
P22-04011	SAENZ LANDSCAPE CONSTRUCTION	IRRIGATION REPAIRS AT VARIOUS SCHOOLS	FACILITIES MAINTENANCE	01	28,769.46
P22-04012	COLLEGE BOARD	After Close	GIFTED AND TALENTED EDUCATION	01	300,445.00
P22-04013	OLYMPIC LAND CONSTRUCTION	IRRIGATION REPAIRS AT VARIOUS SCHOOLS	FACILITIES MAINTENANCE	01	30,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-00003	LEXISNEXIS MATTHEW BENDER	CA DEERINGS CODE FULL SET WITH SERVICE	ADMIN-LEGAL COUNSEL	01	6,332.12
P23-00004	CALIFORNIA'S COALITION FOR ADE QUATE SCHOOL HOUSING	CASH MBRSHIP 2022/23	FACILITIES SUPPORT SERVICES	01	1,047.00
P23-00005	COUNCIL OF THE GREAT CITY SCHOOLS	2022-23 MEMBERSHIP DUES CGCS	SUPERINTENDENTS OFFICE	01	43,647.00
P23-00006	CASBO	CASBO ANNUAL MEMBERSHIP- FY 2022-23	BUSINESS SERVICES	01	5,250.00
P23-00007	PSAT NMSQT	PSAT	GEO WASHINGTON CARVER	09	1,008.00
P23-00008	AMAZON CAPITAL SERVICES	BINDER AND FILE AND CAROUSEL SHELVING	TAHOE ELEMENTARY SCHOOL	01	753.63
P23-00009	AMAZON CAPITAL SERVICES	FILE FOLDERS FOR STUDENTS RECORDS	SPECIAL EDUCATION DEPARTMENT	01	4,175.43
P23-00010	ABE JANITORIAL SUPPLY	FLOOR MACHINE FOR NS / CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	3,643.13
P23-00011	SACRAMENTO RACK AND SHELVING	PALLET RACKING FOR CK STORAGE AREA	NUTRITION SERVICES DEPARTMENT	13	3,464.93
P23-00012	TSE CONSTRUCTION	ADA CONCRETE RAMP, ETC. - CALIFORNIA MIDDLE SCHOOL	FACILITIES MAINTENANCE	01	81,665.60
P23-00016	WATER WALKERS INC dba HEALTH-e PRO	CLOUD BASED MENU PLANNING SUBSCRIPTION FOR N.S.	NUTRITION SERVICES DEPARTMENT	13	8,550.00
P23-00017	INTERNATIONAL BACCALAUREATE	CGREENWOOD IB FEE: 9.1.22 - 8.31.23	AREA ASSISTANT SUPERINTENDENTS	01	8,520.00
P23-00018	CORE CONSTRUCTION INC	454-1 SHADE STRCT GRP 1A-CONST SERV	FACILITIES SUPPORT SERVICES	01	2,216,148.00
P23-00019	JOHN F OTTO INC	0510-CKM STRUCTURAL REPAIR WORK ON FOUNTAIN	FACILITIES MAINTENANCE	01	58,070.44
P23-00020	AM STEPHENS CONSTRUCTION CO	0032-416 CALEB GRNWOOD PLYGRND-CONST SERV	FACILITIES SUPPORT SERVICES	21	1,818,527.00
P23-00021	AM STEPHENS CONSTRUCTION CO	0520-433 HJHS STADIUM CONSTRUCTION SERVICES	FACILITIES SUPPORT SERVICES	21	8,541,747.00
P23-00022	SAENZ LANDSCAPE CONSTRUCTION	459 IRR CONTRLS/EINSTEIN/GWC/HJ HS-CONST SERV	FACILITIES SUPPORT SERVICES	21	309,899.70
P23-00023	A1 TRADING CO	CARE Canopy	ENROLLMENT CENTER	01	1,196.25
P23-00024	LRP PUBLICATIONS INC	SCHOOL LAW BRIEFINGS NEWSLETTER	ADMIN-LEGAL COUNSEL	01	293.08
P23-00025	DECKER INC	SAFETY SIGNS FOR THE SCHOOL (AMY B.)	JOHN F. KENNEDY HIGH SCHOOL	01	240.52
P23-00026	ODP BUSINESS SOLUTIONS LLC	COPY PAPER FOR THE JFK CJA PROGRAM	JOHN F. KENNEDY HIGH SCHOOL	01	212.01
P23-00027	TEKVISIONS INC	CAFETERIA POINT OF SALE HARDWARE UPGRADE (Win10)	NUTRITION SERVICES DEPARTMENT	13	110,081.80
P23-00029	COOLE SCHOOL	STUDENT PLANNERS/AGENDAS FOR STUDENT USE SY 22-23	WILL C. WOOD MIDDLE SCHOOL	01	4,133.75

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-00030	SWAY MEDICAL INC	Sports Concussion Testing Subscription FY 23	EQUITY, ACCESS & EXCELLENCE	01	5,250.00
P23-00031	CDW GOVERNMENT	CDW-ST PATRICK CARES	CONSOLIDATED PROGRAMS	01	4,574.07
P23-00032	CDW GOVERNMENT	CDW-G ORDER	JOHN BIDWELL ELEMENTARY	01	610.24
P23-00033	CDW GOVERNMENT	HP ProBook	STRATEGY & CONTINUOUS IMPRVMT	01	1,132.89
P23-00034	CDW GOVERNMENT	PRINTER FOR MAINTENANCE DIRECTOR	FACILITIES MAINTENANCE	01	569.28
P23-00035	BOOKS EN MORE	PURCHASE OF AFGHAN PICTURE DICTIONARY	MULTILINGUAL EDUCATION DEPT.	01	947.80
P23-00036	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS CURRICULUM BOOKS	A. M. WINN - K-8	01	3,957.83
P23-00037	PACIFIC OFFICE AUTOMATION	TONER & MASTER ROLLS	BG CHACON ACADEMY	09	2,883.39
P23-00038	BENCHMARK EDUCATION CO LLC	BENCHMARK EDUCATION CO	NEW JOSEPH BONNHEIM	09	395.85
P23-00039	ALLIANCE REDWOODS CONF GROUNDS	6th grade CARES trip to Alliance Redwoods	CAROLINE WENZEL ELEMENTARY	01	8,953.00
P23-00040	GREAT MINDS PBC	GREAT MINDS	BG CHACON ACADEMY	09	11,199.94
P23-00041	SAVVAS	SAVVAS 22-23	BG CHACON ACADEMY	09	2,035.06
P23-00042	JDQH LA FAMILY LLC	Shaved Ice Truck for Enrollment Fair July 30, 2022	ENROLLMENT CENTER	01	1,440.00
P23-00043	THE LIBRARY STORE INC	LIBRARY IMPROVEMENT THROUGH ESSER	SUTTER MIDDLE SCHOOL	01	21,231.05
P23-00044	AAA GARMENTS & LETTERING INC	PE CLOTHES - CONFIRMING	ALBERT EINSTEIN MIDDLE SCHOOL	01	7,025.97
P23-00045	LEARNING A-Z	READING SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	649.83
P23-00046	HANNIBAL'S CATERING	Food for Enrollment Community Event July 30, 2022	ENROLLMENT CENTER	01	8,623.44
P23-00047	CAL DEPT OF SOCIAL SERVICES COMMUNITY CARE LICENSING	JOHN STILL PRESCHOOL LICENSING FEE	EARLY LEARNING & CARE PROGRAMS	12	242.00
P23-00048	PACIFIC OFFICE AUTOMATION	RISO SF 5130 MAINTENANCE CONTRACT (Front Office)	HIRAM W. JOHNSON HIGH SCHOOL	01	462.19
P23-00049	GLOBAL PAYMENTS INC HEARTLAND SCHOOL SOLUTIONS	ASB ACCOUNTING SOFTWARE - BLUE BEAR MAINTENANCE	LUTHER BURBANK HIGH SCHOOL	01	385.00
P23-00050	JILL HINSDALE dba A-1 COPIERS & NETWORKS	MAINTENANCE CONTRACT - COPIER	GOLDEN EMPIRE ELEMENTARY	01	1,470.00
P23-00051	CASPIO INC	CASPIO BRIDGE	YOUTH DEVELOPMENT	01	4,920.00
P23-00052	DATAWORKS EDUCATIONAL RESEARCH	DATA WORKS EDUCATIONAL RESEARCH	PACIFIC ELEMENTARY SCHOOL	01	7,250.00
P23-00053	KAGAN PUBLISHING INC	INSTRUCTIONAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	520.37
P23-00054	SCHOLASTIC INC SCHOLASTIC MAGAZINES	SCHOLASTIC NEWS & SCIENCE SPIN MAGAZINES	CROCKER/RIVERSIDE ELEMENTARY	01	5,496.03

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Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P23-00055	ANIXTER INC	ANIXTER INC LOCKS QTE	KIT CARSON INTL ACADEMY	01	1,046.70
P23-00056	AVANT ASSESSMENT LLC	AVANT ASSESSMENT - FILIPINO (TAGALOG) REF.# 21839	MULTILINGUAL EDUCATION DEPT.	01	79.90
P23-00057	CHEFS TOYS LLC	CONVECTION OVEN FOR C.WENZEL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	9,750.30
P23-00058	DAMION JONES	REIMBURSEMENT PER OAH#2021060288	SPECIAL EDUCATION DEPARTMENT	01	450.00
P23-00059	TOUCHLINE SOFTWARE INC	STUDENT WORK PERMIT RENEWAL	HIRAM W. JOHNSON HIGH SCHOOL	01	420.00
P23-00060	GINA & JOSHN NELSON	FEDERAL PROPORTIONATE SHARE 2021-22	SPECIAL EDUCATION DEPARTMENT	01	1,498.36
P23-00061	UNIVERSAL ATHLETIC LLC	GAME ON E FOOTBALL SLEDS	HIRAM W. JOHNSON HIGH SCHOOL	01	12,322.46
P23-00062	TROXELL COMMUNICATIONS INC	MOUNTING PROJECTORS IN CLASSROOMS/RM 2, 12	MARK TWAIN ELEMENTARY SCHOOL	01	2,687.45
P23-00063	Lisa Arnold-Fernandez	FEDERAL PROPORTIONMENT - REMAINING 2020-21	SPECIAL EDUCATION DEPARTMENT	01	755.22
P23-00249	ROEBBELEN CONTRACTING INC	457 SECURITY FENCING AT 7 SITES-CONST SERV	FACILITIES SUPPORT SERVICES	21	1,847,222.00
TB23-00001	FOLLETT CONTENT SOLUTIONS LLC	LATE Rosemont Spanish 3 WkBk order	LIBRARY/TEXTBOOK SERVICES	01	458.65
TB23-00002	TEXTBOOK WAREHOUSE LLC	LATE ELD materials order	LIBRARY/TEXTBOOK SERVICES	01	1,299.56
TB23-00003	CENTER FOR THE COLLABORATIVE C LASSROOM	BOOKS/MATERIALS FOR ELD NEWCOMER PATHWAY	MULTILINGUAL EDUCATION DEPT.	01	6,742.31
Total Number of POs			581	Total	44,027,326.83

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	33	462,478.06
13	Cafeteria	5	97,743.87
		Total Fiscal Year 2022	560,221.93
01	General Fund	408	14,050,398.48
09	Charter School	17	202,971.22
11	Adult Education	1	22,579.46
12	Child Development	10	88,702.00
13	Cafeteria	101	5,515,509.04
21	Building Fund	13	18,334,944.70
67	Self Insurance	6	5,252,000.00
		Total Fiscal Year 2023	43,467,104.90
		Total	44,027,326.83

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Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B22-00129	1,333.36	01-5800	General Fund/Other Contractual Expenses	42.00
B22-00139	6,075.45	01-5450	General Fund/All Other Insurance	774.55-
B22-00151	21,500.00	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	.00
B22-00157	18,127.81	13-4325	Cafeteria/Nutrition Ed/Equipment Parts	.00
B22-00192	4,483.46	01-4320	General Fund/Non-Instructional Materials/Su	943.75
B22-00226	83,500.00	01-5800	General Fund/Other Contractual Expenses	2,398.44-
B22-00228	13,886.83	01-5610	General Fund/Equipment Rental	1,285.61
B22-00364	4,758.62	01-4320	General Fund/Non-Instructional Materials/Su	560.00
B22-00376	15,175.37	01-4320	General Fund/Non-Instructional Materials/Su	1,387.48
B22-00383	18,740.55	01-4320	General Fund/Non-Instructional Materials/Su	172.97
B22-00385	11,597.00	01-5690	General Fund/Other Contracts, Rents, Leases	600.00
B22-00406	158,449.10	01-4334	General Fund/Gasoline	5,197.39
B22-00420	11,754.32	01-4320	General Fund/Non-Instructional Materials/Su	1,500.00
B22-00421	64,780.73	01-5690	General Fund/Other Contracts, Rents, Leases	5,954.31
B22-00441	3,800.00	13-4710	Cafeteria/Food	800.00
B22-00458	792,358.12	13-4710	Cafeteria/Food	6,689.32
B22-00484	24,082.92	13-4710	Cafeteria/Food	5,082.92
B22-00500	1,665,570.49	01-4320	General Fund/Non-Instructional Materials/Su	1,365,570.49
B22-00517	65,910.68	13-4710	Cafeteria/Food	8,606.72-
B22-00579	43,918.01	01-5832	General Fund/Transportation-Field Trips	13,896.91
B22-00589	158,675.07	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	2,200.00
B22-00601	495,931.68	13-4710	Cafeteria/Food	7,510.53
B22-00606	203,649.76	13-4710	Cafeteria/Food	57,649.76
B22-00624	97,000.00	01-5100	General Fund/Subagreements for Services abo	25,327.75-
		01-5800	General Fund/Other Contractual Expenses	.00
			Total PO B22-00624	25,327.75-
B22-00638	118,717.00	01-5800	General Fund/Other Contractual Expenses	18,717.00
B22-00655	123,547.52	13-4710	Cafeteria/Food	18,622.75
B22-00674	6,678.43	01-5831	General Fund/Transportation-Parent Contract	2,000.00
B22-00711	12,943.00	13-4710	Cafeteria/Food	2,943.00
B22-00728	1,460,000.00	13-4710	Cafeteria/Food	460,000.00
B22-00759	15,262.24	01-5832	General Fund/Transportation-Field Trips	11,000.00
B22-00815	132,584.00	13-4710	Cafeteria/Food	87,584.00
CHB22-00076	32,686.91	13-4320	Cafeteria/Non-Instructional Materials/Su	200.00
CS22-00092	440,492.50	01-5100	General Fund/Subagreements for Services abo	137,068.97
		01-5800	General Fund/Other Contractual Expenses	12,931.03
			Total PO CS22-00092	150,000.00
CS22-00117	193,245.00	01-5100	General Fund/Subagreements for Services abo	60,000.00
N22-00020	720,000.00	01-5100	General Fund/Subagreements for Services abo	150,000.00

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Includes Purchase Orders dated 06/15/2022 - 07/14/2022 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
N22-00027	825,849.52	01-5100	General Fund/Subagreements for Services abo	10,000.00
N22-00034	290,080.00	01-5100	General Fund/Subagreements for Services abo	32,000.00
N22-00043	240,000.00	01-5100	General Fund/Subagreements for Services abo	30,263.15
		01-5800	General Fund/Other Contractual Expenses	19,736.85
			Total PO N22-00043	50,000.00
P21-00471	1,558.37	01-4310	General Fund/Instructional Materials/Suppli	.00
P22-00610	4,511.34	01-4310	General Fund/Instructional Materials/Suppli	23.56-
		01-4410	General Fund/Equipment \$500 - \$4,999	9.07-
			Total PO P22-00610	32.63-
P22-00996	1,821.12	01-4310	General Fund/Instructional Materials/Suppli	35.84-
P22-01239	716.23	12-4310	Child Development/Instructional Materials/Suppli	158.96-
P22-01240	807.13	12-4310	Child Development/Instructional Materials/Suppli	68.06-
P22-01244	854.72	12-4310	Child Development/Instructional Materials/Suppli	68.06-
P22-01263	1,160.09	11-4410	Adult Education/Equipment \$500 - \$4,999	2,168.48-
P22-01287	761.73	01-4320	General Fund/Non-Instructional Materials/Su	46.09-
P22-01498	441.06	09-4310	Charter School/Instructional Materials/Suppli	163.30-
P22-01630	1,456.11	01-4310	General Fund/Instructional Materials/Suppli	110.65-
P22-02948	2,531.03	01-4320	General Fund/Non-Instructional Materials/Su	387.78
P22-02961	496.74	01-4310	General Fund/Instructional Materials/Suppli	89.74-
P22-03202	725.03	01-4310	General Fund/Instructional Materials/Suppli	59.95-
P22-03240	21,237.84	12-4310	Child Development/Instructional Materials/Suppli	1,475.52
P22-03350	1,576.11	01-4310	General Fund/Instructional Materials/Suppli	875.73
P22-03359	992.67	09-4310	Charter School/Instructional Materials/Suppli	3.05-
P22-03487	315.64	01-4310	General Fund/Instructional Materials/Suppli	.00
P22-03700	2,834.86	01-4310	General Fund/Instructional Materials/Suppli	205.32-
P22-03789	3,157.40	01-4310	General Fund/Instructional Materials/Suppli	5,980.17-
P22-03798	361.98	01-4310	General Fund/Instructional Materials/Suppli	444.43-
			Total PO Changes	2,486,107.03

Information is further limited to: (Minimum Amount = (999,999.99))

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE