

# BOARD OF EDUCATION MEETING AND WORKSHOP

#### **Board of Education Members**

Jessie Ryan, President (Trustee Area 7)
Christina Pritchett, Vice President (Trustee Area 3)
Michael Minnick, 2<sup>nd</sup> Vice President (Trustee Area 4)
Lisa Murawski (Trustee Area 1)
Leticia Garcia (Trustee Area 2)
Mai Vang (Trustee Area 5)
Darrel Woo (Trustee Area 6)
Olivia Ang-Olson, Student Member

Thursday, May 7, 2020 4:30 p.m. Closed Session 6:00 p.m. Open Session

## Serna Center

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

## **AGENDA**

2019/20-25

Allotted Time

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

## NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at: <a href="https://www.scusd.edu/post/watch-meeting-live">https://www.scusd.edu/post/watch-meeting-live</a>. No physical location of the meeting will be provided to the public.

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

## NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment will only be submitted in writing, identifying the matter number and the name of the public member though <a href="https://tinyurl.com/SCUSDComment">https://tinyurl.com/SCUSDComment</a> or e-mailed to public comment@scusd.edu. <a href="https://tinyurl.com/SCUSDComment">The submission deadline for closed session items shall be no later than 3:30 p.m., May 7.</a> The submission deadline for all open session items shall be no later than 4:30 p.m., May 7. Individual written public comment shall be no more than two minutes in length on each agenda or nonagenda item. The Board shall limit the total time for public comment on each agenda item to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the topic and the number of written public comments.

## 3.0 CLOSED SESSION

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

- 3.1 Government Code 54956.9 Conference with Legal Counsel:
  - a) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2020020006, OAH Case No. 2019120865 and OAH Case No. 2020040078)
  - b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)
  - c) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9 (One Potential Case)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining TCS, SCTA Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA, SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Cancy McArn)
- 3.3 Government Code 54957 Public Employee Discipline/Dismissal/Release/Reassignment
- 3.4 Government Code 54957 Public Employee Appointment a) Chief Information Officer
- 3.5 Government Code 54957 Public Employee Performance Evaluation a) Superintendent
- 3.6 Education Code 35146 The Board will hear staff recommendations on the following student expulsion re-entries:
  - a) Expulsion #7, 2018-19

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

- 4.1 The Pledge of Allegiance
- 4.2 Broadcast Statement
- 6:05 p.m. 5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION
- 6:10 p.m. **6.0 AGENDA ADOPTION**
- 6:15 p.m. 7.0 SPECIAL PRESENTATION
  - 7.1 Coronavirus Response Update (Christine Baeta, Vincent Harris, 30 minutes Victoria Flores, Diana Flores, Doug Huscher, Jennifer Kretschman, and Chad Sweitzer)
  - 7.2 Approve Resolution No. 3133: Recognition of National School
    Nurse Day, May 6, 2020 (Victoria Flores); Approve Resolution
    No. 3134: Recognition of California Day of the Teacher,

    (Roll Call Vote)

May 13, 2020 (Cancy McArn); Approve Resolution No. 3135: Recognition of National School Principals' Day, May 1, 2020 (Cancy McArn)

## 7:00 p.m. **8.0 PUBLIC COMMENT**

30 minutes

All public comments will be submitted only in writing through <a href="https://tinyurl.com/SCUSDComment">https://tinyurl.com/SCUSDComment</a> or e-mailed to <a href="publiccomment@scusd.edu">publiccomment@scusd.edu</a> if submitted by the deadline of Thursday, May 7 by 4:30 p.m.

Individual written public comment shall state the name of the member of the public and shall be no more than two minutes in length on each agenda or nonagenda item. The Board shall limit the total time for public comment on each agenda item to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the topic and the number of written public comments. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

## 7:30 p.m. **9.0 COMMUNICATIONS**

9.1 Employee Organization Reports:

Information
3 minutes each

- SCTA
- SEIU
- TCS
- Teamsters
- UPE

7:45 p.m. 9.2 District Parent Advisory Committees:

Information

3 minutes each

- Community Advisory Committee
- District English Learner Advisory Committee
- Local Control Accountability Plan/Parent Advisory Committee

7:54 p.m. 9.3 Superintendent's Report (Jorge A. Aguilar)

**Information** 5 minutes

7:59 p.m. 9.4 President's Report (Jessie Ryan)

*Information*5 minutes

8:04 p.m. 9.5 Student Member Report (Olivia Ang-Olson)

*Information*5 minutes

8:09 p.m. 9.6 Information Sharing By Board Members

Information
10 minutes

## 10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

8:19 p.m.	10.1	State Budget Update for Fiscal Year 2020-21 (Leilani Aguinaldo and Rose F. Ramos)	<b>Information</b> 10 minute presentation 10 minute discussion
8:39 p.m.	10.2	District 2020-2021 Healthcare Plan Renewal Rates Update (Debra DeSpain, Rose F. Ramos, and Raoul Bozio)	<b>Information</b> 10 minute discussion 10 minute presentation
8:59 p.m.	10.3	Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy (Jesse Ramos)	Action 15 minute presentation 10 minute discussion (Roll Call Vote)
9:24 p.m.	10.4	2019-20 Local Control and Accountability Plan Update (Steven Ramirez Fong and Vincent Harris)	Information 15 minute presentation 10 minute discussion
9:49 p.m.	10.5	Adopt Resolution No. 3136: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs (Cancy McArn)	Action 5 minute presentation 10 minute discussion (Roll Call Vote)

## 10:04 p.m. 11.0 CONSENT AGENDA (Roll Call Vote)

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 <u>Items Subject or Not Subject to Closed Session:</u>
  - 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, 4/16/20 and 5/7/20 (Cancy McArn)
  - 11.1c Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of March 2020 (Rose F. Ramos)
  - 11.1d Approve Donations List for the Period of March 1-31, 2020 (Rose F. Ramos)
  - 11.1e Approve Mandatory Reporting to the Sacramento County Office of Education Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2020 through March 2020 (Cancy McArn)

- 11.1f Approve Minutes of the April 2, 2020, Board of Education Meeting (Jorge A. Aguilar)
- 11.1g Approve Resolution No. 3129: Resolution Declaring Results of School Bond Election Held on March 3, 2020 (Rose F. Ramos)
- 11.1h Approve Resolution No. 3130: Resolution Appointing Bond Oversight Committee and Approving By-Laws and Guidelines for Conduct of the Committee (Rose F. Ramos)
- 11.1i. Approve Resolution No. 3132: Designation for Applicant's Agent Resolution for Non-State Agencies (Rose F. Ramos)
- 11.1j Approve Staff Recommendations for Expulsion Re-Entry of Expulsion #7, 2018-19, as Determined by the Board (Stephan Brown)

## 10:06 p.m. 12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

- 12.1 Business and Financial Information:
  - Purchase Order Board Report for the Period of February 15, 2020, through March 14, 2020 (Rose F. Ramos)
  - Enrollment and Attendance Report for Month 7 Ending March 20, 2020 (Rose F. Ramos)
- 12.2 Monthly Suspension Report March (March 13 Last Physical School Day) (Ed Eldridge)

## 10:08 p.m. 13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ May 21, 2020 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ June 4, 2020, 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

## 10:10 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 <a href="https://www.scusd.edu">www.scusd.edu</a>



Agenda Item# 7.1

Meeting Date: May 7, 2020				
Subject: Coronavirus Response Update				
<ul> <li>Information Item Only</li> <li>Approval on Consent Agenda</li> <li>Conference (for discussion only)</li> <li>Conference/First Reading (Action Anticipated:)</li> <li>Conference/Action</li> <li>Action</li> <li>Public Hearing</li> </ul>				
<u>Division</u> : Student Support and Health Services				
Recommendation: Continue planned updates regarding COVID-19.				
Background/Rationale: The Coronavirus outbreak continues to be a major threat to public health. All indications suggest it will persist for some time in our city, state, and country. Consequently, the District has adopted an adaptive approach to meeting the health and wellness needs of our students, staff, and school communities. SCUSD staff will continue to provide the Board of Education with updates as they relate to distance learning, health and safety precautions, student support, and other programs, services, and support essential to the welfare of our children.				
Financial Considerations: None				
<u>LCAP Goal(s):</u> Safe, Emotionally Healthy and Engaged Students; Operational Excellence				
<u>Documents Attached:</u> N/A				

Estimated Time of Presentation: N/A

Submitted by: Victoria Flores, Director, Student Support and

Health Services and Doug Huscher, Assistant

Superintendent of Student Support Services

Approved by: Jorge A. Aguilar, Superintendent



Agenda Item# 7.2

<u>Meeting</u>	<b>Date</b> : May 7, 2020
Subject:	Approve Resolution No. <u>3133</u> : Recognition of National School Nurse Day, May 6, 2020;
	Approve Resolution No. <u>3134</u> : Recognition of California Day of the Teacher, May 13, 2020;
	Approve Resolution No. <u>3135</u> : Recognition of National School Principals' Day, May 1, 2020
	nformation Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated:) Conference/Action Action
	Public Hearing

<u>Division</u>: Student Support and Health Services & Human Resource Services

**Recommendation:** Approve Resolution No. 3133: Recognition of National School Nurse Day, May 6, 2020.

Approve Resolution No. 3134: Recognition of California Day of the Teacher Day, May 13, 2020.

Approve Resolution No. 3135: Recognition of National Principals' Day, May 1, 2020.

<u>Background/Rationale</u>: National School Nurse Day, May 6, 2020 is a time to celebrate the specialty practice of school nursing. The Sacramento City Unified School District applauds the contributions school nurses make every day to improve the safety, health, and academic success of all students.

California Day of the Teacher, May 13, 2020, "Day of the Teacher" arose out of legislation co-sponsored by CTA and the Association of Mexican America Educators. Sen. Joseph Montoya wrote the bill and it was adopted in 1982. California has patterned its celebration after the traditional "El Dia del Maestro" festivities observed in Mexico and other Latin American countries.

National School Principals' Day, May 1, 2020, the success of every school and student depends on the effectiveness of our school leaders, and National School Principals' Day is one way we can promote the importance of and investments in school leadership.

Financial Considerations: N/A

**LCAP Goal 2:** Safe, Clean, and Healthy Schools

## **Documents Attached:**

- 1. Resolution No. 3133
- 2. Resolution No. 3134
- 3. Resolution No. 3135

Submitted by: Victoria Flores, Director Student Support and Health

Services

Cancy McArn, Chief Human Resources Officer

Approved by: Jorge A. Aguilar, Superintendent

#### **RESOLUTION NO. 3133**

"Recognition of National School Nurse Day, May 6, 2020"

WHEREAS, May 6, 2020 has been designated as National School Nurse Day; and

**WHEREAS**, Credentialed School Nurses, with specialized medical backgrounds and academic preparation, provide health education for students, parents and staff and promote and protect the health and well-being of all children from infants to students with special needs; and

**WHEREAS**, school nurses play an essential role in ensuring children are ready to learn and are thriving; and

**WHEREAS**, through case management of chronic illnesses, school nurses play a pivotal role in the health of our students and contribute to improved health and education outcomes; and

**WHEREAS**, school nurses understand the link between health and learning are in a position to make a positive difference for our students every day; and

**WHEREAS,** school nurses act as a liaison to the school community, parents, and health care provides on behalf of children's health; and

**WHEREAS,** Sacramento students, families, and staffs benefit greatly from the skill and training of its nursing corps;

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our nurses and encourages all students and staffs to honor and recognize the valuable contributions of its school nurses as we celebrate May 6, 2020 as National School Nurse Day.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7th day of May, 2020, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jessie Ryan President of the Board of Education
Jorge A. Aguilar Secretary of the Board of Education	

#### **RESOLUTION No. 3134**

## RECOGNITION OF CALIFORNIA DAY OF THE TEACHER, MAY 13, 2020

**WHEREAS,** May 13, 2020, has been designated throughout the State as California Day of the Teacher; and

WHEREAS, an educated public serves as the foundation of our democracy; and

**WHEREAS**, teachers as well as counselors, librarians, social workers, and other certificated personnel touch many people with a lasting effect; and

WHEREAS, excellence in our State and District begins with California's certificated staff; and

**WHEREAS**, certificated staff overcome obstacles and challenges daily to make a difference in the lives of students and families;

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our teachers, and other certificated personnel and encourages parents and the community to recognize the efforts of the certificated staff as we celebrate May 13, 2020, as California Day of the Teacher.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7th day of May 2020, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	
Jessie Ryan President of the Board of Education	Jorge A. Aguilar Superintendent

#### **RESOLUTION NO. 3135**

## RECOGNITION OF NATIONAL SCHOOL PRINCIPALS' DAY, MAY 1, 2020

WHEREAS, May 1, 2020 has been designated as National School Principals' Day; and

**WHEREAS,** today's school principal is a team leader, coach, counselor, collaborator, cheerleader, and more, all in one; and

**WHEREAS,** being a site instructional leader and building a positive school culture and climate on campus may be the most critical roles of a principal's duty to all students; and

**WHEREAS,** instructional leadership of principals involves setting clear goals, managing curriculum, monitoring lesson plans, allocating resources equitably and evaluating data regularly to drive grade level readiness, and

**WHEREAS,** when good school leaders excel, they're actions can change the lives of students, staff, and community members; and

**WHEREAS,** principals overcome obstacles and challenges daily to make a difference in the lives of students and families; and

**WHEREAS,** we are fortunate to have dedicated site leaders that go above and beyond each and every day for the District's students.

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our principals and encourages parents and the community to recognize the efforts of principals as we celebrated May 1, 2020.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7th day of May, 2020, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	
Jessie Ryan President of the Board of Education	Jorge A. Aguilar Secretary of the Board of Education



Agenda Item# 10.1

Meeting Date: May 7, 2020				
Subject: State Budget Update for Fiscal Year 2020-21				
<ul> <li>Information Item Only</li> <li>Approval on Consent Agenda</li> <li>Conference (for discussion only)</li> <li>Conference/First Reading (Action Anticipated:)</li> <li>Conference/Action</li> <li>Action</li> <li>Public Hearing</li> </ul>				
<u>Division</u> : Business Services				
Recommendation: Information only				
<u>Background/Rationale</u> : State Budget Update for Fiscal Year 2020-21 and impact on District's Budget				
Financial Considerations: Impact on District's Budget				
LCAP Goal(s): Family and Community Empowerment; Operational Excellence				
Documents Attached:  1. N/A				

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



Agenda Item 10.2

Meeting Date: May 7, 2020

Subject: District 2020-2021 Healthcare Plan Renewal Rates Update				
	Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: ) Conference/Action			
	Action Public Hearing			

**Division:** Business Services

**Recommendation:** Receive information from District's healthcare broker, Keenan & Associates, regarding the District's 2020-2021 Healthcare Plan Renewal Rates.

**Background/Rationale:** The District contributes 100% of the premium costs for certificated employee healthcare plans, specifically Kaiser Permanente and HealthNet. Keenan annually negotiates the renewal rates with Kaiser and HealthNet. For the 2020-2021 year that begins on July 1, the premium rates for active employees and early retirees are increasing by 12.26% for Kaiser and 7% for HealthNet. Additionally, and including the rates for the District's post-65 retiree contributions which are are also increasing, the total rate for the District's healthcare contribution is increasing 8.88%.

<u>Financial Considerations</u>: As a result of the above increases, the District will incur approximately \$4.8 million in increased costs in 2020-2021 as compared to current 2019-2020 healthcare costs. This amount also well exceeds the \$1.8 million increase which the District had budgeted for 2020-2021.

**LCAP Goal(s)**: Sound fiscal operations

**Documents Attached:** 

ΝΔ

**Estimated Time of Presentation**: 10 Minutes **Submitted by:** Rose Ramos, Chief Business Officer **Approved by**: Jorge A. Aguilar, Superintendent



Agenda Item# 10.3

Meeting Date: May 7, 2020
<u>Subject</u> : Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy
☐ Information Item Only   ☐ Approval on Consent Agenda   ☐ Conference (for discussion only)   ☐ Conference/First Reading (Action Anticipated:)   ☐ Conference/Action   ☐ Action   ☐ Public Hearing
<u>Division</u> : Continuous Improvement and Accountability
<b>Recommendation</b> : To conference and take action to approve the renewal of the charter for Yav Pem Suab Academy.

**Background/Rationale:** Sacramento City Unified received Yav Pem Suab Academy's renewal petition on February 18, 2020 (Charter petition expiration date is June 30, 2020). The Governing Board held a public hearing in accordance with Education Code Section 47607 (b) to consider the level of support for the renewal of Yav Pem Suab Academy on April 2, 2020. District staff conducted a review of the petition, and the staff report and recommendation will be presented for Board Action on May 7, 2020.

<u>Financial Considerations</u>: The financial considerations are outlined within the Executive Summary.

**LCAP Goal(s)**: Family and Community Empowerment

## **Documents Attached:**

- 1. Executive Summary
- 2. Resolution

Estimated Time of Presentation: 15 minutes

Submitted by: Vincent Harris, Chief Continuous Improvement and

Accountability Officer and Jesse Ramos, Director of

**Innovative Programs** 

Approved by: Jorge A. Aguilar

#### **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



## I. Overview/History

## A. Action Proposed

On February 18, 2020, the Sacramento City Unified School District ("District") received a renewal charter petition ("Renewal Petition") from Yav Pem Suab Academy Preparing for the Future Charter School, an independently operated public charter school of the District, seeking renewal of its charter for five years, from July 1, 2020, through June 30, 2025.

District Staff recommends that Sacramento City Unified School District Board of Education ("Board") conference and take action to approve or deny the Renewal Petition under the California Charter Schools Act, with due consideration of the findings in this Report.

## B. History

Yav Pem Suab Academy is a public, independent charter school located on District-owned property at 7555 South Land Park, Sacramento, CA 95831.

The District originally approved the Charter School's charter on May 18, 2010, for a term of five years. Since that time, the Charter School's charter was renewed on April 23, 2015, and will expire on June 30, 2020. Pursuant to Education Code section 47605, subdivision (b), a public hearing was held on April 2, 2020, to consider the level of support for the renewal of the Charter School's charter.

The Charter School is currently in its tenth year of operation and serves about 466 students in grades kindergarten to sixth. After reviewing the renewal petition, District Staff provided YPSA with a list of areas that needed updates and/or clarification. In response, YPSA offered additional information to address the Staff's concerns.

## **II.** Driving Governance

## A. Academic Performance Criteria

As a prerequisite to the renewal process, the Charter School must provide documentation with its Renewal Petition showing that the Charter School has satisfied at least one of the following

#### **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



academic performance criteria specified in Education Code section 47607, subdivision (b) (5 CCR § 11966.4(a)(1).):

- 1. That the Charter School has attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both schoolwide and for all groups of pupils served by the Charter School; or
- 2. That the Charter School ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years; or
- 3. That the Charter School ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years; or
- 4. That the District determines that the academic performance of the Charter School is at least equal to the academic performance of the public schools that the Charter School pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the Charter School is located, taking into account the composition of the pupil population that is served at the Charter School.

Education Code section 52052(f) provides an alternative to be used by schools and school districts in lieu of the API, which was discontinued after 2013. For purposes of paragraph (1) to (3), inclusive, of subdivision (b) of Section 47607, alternative measures show increases in pupil academic achievement for all groups of pupils school-wide and among significant student groups shall be used.

## B. Review Process for Renewal Petition; Grounds for Denial

The Board of Education may deny a renewal petition if the charter school fails to meet the minimum standard for renewal, or if the Board of Education finds that:

- 1. The charter school presents an unsound educational program for students during the term of its renewal charter; or
- 2. The charter school is demonstrably unlikely to successfully implement the program set forth in the renewal petition; or
- 3. The renewal petition does not contain the necessary affirmations; or

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- 4. The renewal petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purpose of Chapter 10.7 of Division 4 of Title 1 of the Government Code; or
- 5. Where changes to the charter school's operations are proposed, the renewal petition does not contain reasonably comprehensive descriptions of the 15 required elements set forth in the Charter Schools Act.

If the Board of Education denies the Renewal Petition, the Board must adopt written findings of facts based on any of the above-mentioned criteria or standards. In addition, the District "shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." Ed. Code § 47607(a)(3)(A). The Board must also consider "the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement if any." (5 CCR § 11966.4(b)(1))

Charter school petitions are also required to include discussion of the impact on the chartering district, including, the facilities to be utilized by a proposed charter school, the manner in which administrative services will be provided, potential civil liabilities for the school district, and a three year projected operational budget and cash flow. (Ed Code, § 47605, subd. (g)).

A charter may be renewed an unlimited number of times; however, each renewal must be for exactly five years. (Ed. Code, § 47607). If a school district fails to make written factual findings to support a denial within 60 days of the district's receipt of a petition, the charter school's petition is automatically renewed. (5 CCR, §11966.4(c).)

## **III.** Results of Petition Review (Findings of Fact Determinations)

## A. Academic Performance Criteria Met by Charter School

Data in the Renewal Petition demonstrate that the Charter School has met at least one of the statutory prerequisite criteria for renewal outlined in Education Code section 47607, subdivision (b), as modified by the Education Code section 52052(f).

Specifically, the Renewal Petition indicates that the Charter School's academic performance "is at least equal to the academic performance of the public schools that the Charter School pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the Charter School is located, taking into account the composition of the pupil population that is served at the Charter School." (Education Code § 47607, subdivision (b)). (Renewal Petition, pp. 17-18.) The Renewal Petition illustrates that the Charter School's academic achievement met or exceeded that of the District as a whole, as well as that of comparable District schools. The Petitioner chose Susan B. Anthony, John H. Still, and Pacific as the comparable schools to comply with the Ed Code to provide; "Documented evidence that the performance of charter students is at least equal to that of the students in

## **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



schools of the district that those students would otherwise be attending, as well as other district schools, taking into account the composition of the charter school's pupil population;"

Demographics of YPSA and Comparable Schools

Demographics of 11374 and Comparable Schools			
DEMOGRAPHICS	YPSA		
Grade Span	K-6		
Census Day Enrollment	466		
American Indian or Alaska Native %	0.6		
Asian %	68.9		
Black or African American %	6		
Filipino %	0.2		
Hispanic or Latino %	19.1		
Native Hawaiian or Pac Islander %	0.2		
Two or More Races %	1.7		
White %	3.2		
English Learners %	31.1		
Free & Reduced Meals %	65		

## **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



Percentage of Scholars Meeting or Exceeding Standards on 2018-19 CAASPP in ELA and Math at Three Comparison Schools and the District

2018-19 CAASPP	ELA	Math
YPSA	50.93%	36.80%
SCUSD, Non-charter Schools (Grades 3-6)	40.89%	34.96%
Susan B. Anthony	22.81%	17.96%
John Still (Grades 3-6)	19.68%	15.43%
Pacific	16.71%	14.82%

Percentage of Scholars Meeting or Exceeding Standards on 2018-19 SBAC in ELA at YPSA and Three Comparison Schools

ELA SBAC Results Grades 3 to 6	YPSA	School #1 Susan B. Anthony	School #2 John Still	School #3 Pacific
Number Valid Test Grade 3 – 6	269	206	376	398
Site	50.93%	22.81%	19.68%	16.71%
African American	23.81%	23.07%	16.85%	22.45%
American Indian or Alaska Native	n/a	n/a	n/a	n/a
Asian	55.98%	22.31%	25.80%	13.98%
Filipino	n/a	n/a	n/a	n/a
Hispanic Latino	42.00%	21.63%	8.41%	16.35%
Pacific Islander	n/a	n/a	n/a	n/a
White	n/a	n/a	n/a	26.67%
Two or More Races	n/a	n/a	n/a	18.18%

## **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



English Learner	31.65%	2.63%	9.00%	2.52%
Reclassified-Fluent English Proficient (RFEP)	86.36%	55.56%	46.15%	30.65%
Student with Disabilities	12.5%	0.00%	7.41%	4.00%
<b>Economically Disadvantaged</b>	49.71%	19.54%	18.86%	16.06%
Foster Youth	n/a	n/a	n/a	n/a
<b>Homeless Youth</b>	n/a	n/a	n/a	n/a

Percentage of Scholars Meeting or Exceeding Standards on 2018-19 SBAC in Math at YPSA and Three Comparison Schools

School #1 **Math SBAC Results** Susan B. School #2 School #3 Grades 3 to 6 **YPSA** Anthony **John Still Pacific** 269 206 398 Number valid tests 3rd – 6th grade 376 Site 36.80% 17.96% 15.43% 14.82% **African American** 4.76% \* 7.69% 12.36% 18.75% American Indian or Alaska Native n/a n/an/a n/a 20.87% 23.39% 12.51% Asian 40.22% **Filipino** n/a n/a n/a n/a **Hispanic Latino** 38.00% 8.11% 6.54% 17.21% **Pacific Islander** n/a n/a n/a n/a White 6.67% n/a n/a n/a 0.00% **Two or More Races** n/a n/a n/a **English Learner** 20.26% 3.95% 9.00% 5.56%

## **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



Reclassified-Fluent English Proficient (RFEP)	70.45%	26.66%	23.08%	32.25%
Student with Disabilities	6.25% **	0.00%	3.70%	4.00%
<b>Economically Disadvantaged</b>	33.14%	16.66%	14.97%	13.20%
Foster Youth	n/a	n/a	n/a	n/a
<b>Homeless Youth</b>	n/a	n/a	n/a	n/a

<sup>\* 21</sup> African American scholars in grades 3-6 tested of the 28 enrolled in K-6. Not a numerically significant subgroup.

Percentage of Each Subgroup Meeting or Exceeding Standards on 2018-19 California Science Test at YPSA, Three Comparison Schools, and SCUSD Non-charter Schools

CAST Results 2018-19 Grade 5	YPSA	School #1 Susan B. Anthony	School #2 John Still	School #3 Pacific	SCUSD Non- charter schools
Number valid tests 5th grade	67	46	87	93	3,179
Site	16.42%	10.87%	4.60%	14.43%	25.19%
African American	n/a	n/a	0.00%	n/a	8.19%
American Indian or Alaska Native	n/a	n/a	n/a	n/a	21.05%
Asian	25%	9.09%	7.40%	11.11%	29.06%
Filipino	n/a	n/a	n/a	n/a	32.35%
Hispanic Latino	0%	n/a	0.00%	18.00%	18.36%
Pacific Islander	n/a	n/a	n/a	n/a	16.39%
White	n/a	n/a	n/a	n/a	47.15%
Two or More Races	n/a	n/a	n/a	n/a	35.80%

<sup>\*\* 16</sup> scholars with disabilities in grades 3-6 tested. Not a numerically significant subgroup.

## **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



English Learner	4.35%	0%	0.00%	4.44%	2.11%
Reclassified-Fluent English Proficient (RFEP)	n/a	n/a	n/a	35.71%	37.74%
Student with Disabilities	n/a	n/a	n/a	n/a	9.53%
Economically Disadvantaged	17.78%	10.26%	4.00%	13.33%	16.38%
Foster Youth	n/a	n/a	n/a	n/a	n/a
<b>Homeless Youth</b>	n/a	n/a	n/a	n/a	14.29%

Cumulative Ethnic Composition of YPSA and SCUSD Scholars (2016 -2017- to 2018-2019), Source: Data Quest except for 2017-2018 YPSA Data from Power School

Enrollment by	2018-2019				2017-2018			2016-2017		
Ethnicity	SCUSD #	Site #	Site %	District %	Site %	District %	District #	Site %	District %	District #
Total	40,660	466	100	100	100	100.0	40,854	100.00	100.0	41,085
English Learner	7,582	145	31.12	18.65	30.70	19.0	7,752	38.26	19.8	8,143
Scholars with Disabilities	5,646	17	3.65	13.89	5.12	14.6	5,973	4.57	13.3	5,455
Socioeconomically Disadvantaged	29,259	303	65.02	71.96	47.76	71.3	29,147	73.04	70.3	28,876
Foster Youth	199	0	0	< 1.0	< 1.0	0.5	207	< 1.0	< 1.0	261
Homeless Youth	189	0	0	< 1.0	< 1.0	0.8	319	< 1.0	0.8	367
African American	5709	28	6.01	14.04	7.7%	14.1	5751	8.91	14.2	5818
American Indian or Native Alaskan	223	3	< 1.0	< 1.0	< 1.0	0.5	216	< 1.0	0.6	251
Asian	7200	321	68.88	17.71	64.18	17.8	7274	71.74	17.6	7219
Filipino	617	1	< 1.0	1.52	< 1.0	1.5	618	< 1.0	1.5	604
Hispanic or Latino	15982	89	19.10	39.31	18.34	39.1	15964	17.39	39.3	16136
Pacific Islander	858	1	< 1.0	2.11	< 1.0	2.2	907	< 1.0	2.2	891
White (not Hispanic)	7165	15	3.22	17.62	4.48	17.9	7332	3.26	18.2	7476
Two or More Races	2904	8	1.72	7.14	< 1.0	6.8	2785	3.91	6.5	2690
No Race Indicated	2	0	0	0.00	< 1.0	< 1.0	7	< 1.0	unavail able	unavail able

#### **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



## B. Increases in Pupil Academic Achievement

As discussed above, the Board "shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." Ed. Code § 47607(a)(3)(A). Review of the Charter School's academic achievement, both schoolwide and by pupil subgroup, shows that the results are generally favorable, with the Charter School generally outperforming comparable District schools and the District as a whole. (Renewal Petition, pp. 69-77.

## 1. Schoolwide Academic Achievement

The Renewal Petition includes data from the CAASPP Smarter Balanced assessments ("SBAC") between 2014-15 and 2018-19. The 2018-19 SBAC results indicate that schoolwide 50.93% of YPSA students met or exceeded standards for ELA. This performance is a significant growth since 2014-15 when the Charter petition was renewed, and 21% of the students met or exceeded standards for ELA.

Similarly, for Math, though not as significantly as ELA, the Charter increased the percentage of students who met or exceeded standards. The 2018-19 SBAC results indicate that schoolwide 36.8% of YPSA students met or exceeded standards for Math. This result is a notable growth since 2014-15 when 15% of the students met or exceeded standards for Math.

When compared to SCUSD students, the Charter School's students attained higher overall levels of achievement both in ELA (50.93% compared with the District's 40.46%) and in Math (36.80% compared with the District's 34.51%) in 2018-2019. In addition to outperforming the district overall, the information in the Renewal Petition and the data table above indicate that the Charter School overall outperforms the District's three comparable schools in ELA (50.93% meeting or exceeding standards, as compared to 22.81%, 19.68%, and 16.71%) and in Math (36.80% meeting or exceeding standards, as compared to 17.96%, 15.43%, and 14.82%). (Renewal Petition, pp. 72, 75).

## 1. Academic Achievement by Subgroup

African American – The Charter petition states that "21 African American scholars in grades 3-6 tested of the 28 enrolled in K-6." It is not a numerically significant subgroup. (Renewal Petition pp. 71, 74). The California Department of Education's (CDE) guideline is that eleven students are a numerically significant subgroup. So African American student performance was reported in 2014-2015, 2015-2016, 2017-2018, and 2018-19. African American students at YPSA saw an increase of 10.28% from 2014-2015 to 2018-2019 and a decrease in Math performance by 19.24% during the same period. For 2018-2019, the Charter School's African American students' ELA performance exceeded the ELA performance of African American students at comparable schools and the African American students of SCUSD overall. Conversely, the Charter School's African American students' Math performance was below the Math performance of African American students at comparable schools and the African American students of SCUSD overall.

#### **Innovation Office**

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Asian – Asian students at YPSA saw increases in performance for both ELA and Math from 2014-2015 to 2017-2018, by 35.98% and 24.22%, respectively. For 2018-2019, the Charter School's Asian students' ELA and Math performances exceeded that of Asian students at comparable schools. In comparison to SCUSD's Asian students, 55.98% of YPSA Asian students compared to 46.04% of SCUSD's Asian students met or exceeded standards in ELA. For Math, 43.97% of SCUSD's Asian students met or exceeded the Math standards compared to 40.22% of Asian students at YPSA.

<u>Hispanic Latino</u> – Hispanic Latino students at YPSA saw increases in performance for both ELA and Math from 2014-2015 to 2017-2018, by 19% and 24%, respectively. For 2018-2019, the Charter School's Hispanic Latino students' ELA and Math performances exceeded that of Hispanic and Latino students at comparable schools and in SCUSD.

<u>English Learner</u> – English Learner students at YPSA saw increases in performance for both ELA and Math from 2014-2015 to 2017-2018, by 19.65% and 8.26%, respectively. For 2018-2019, the Charter School's English Learner students' ELA and Math performances exceeded that of English Learner students at comparable schools and in SCUSD.

Reclassified Fluent English Proficient (RFEP) – RFEP students at YPSA saw increases in performance for both ELA and Math from 2015-2016 to 2018-2019, by 42.36% and 42.36%, respectively. For 2018-2019, the Charter School's English Learner students' ELA and Math performances exceeded that of English Learner students at comparable schools and in SCUSD.

Students with Disabilities – The Charter petition states that "16 scholars with disabilities in grades 3-6 tested. Not a numerically significant subgroup." (Renewal Petition pp. 71, 74). The California Department of Education (CDE) testing guidelines say that eleven students are a numerically significant subgroup. So academic performance results of Students with Disabilities were reported in 2014-2015, 2015-2016, 2017-2018, and 2018-19. Students with Disabilities at YPSA saw a decrease in performance for both ELA and Math from 2014-2015 to 2017-2018, by 2.5% and 3.75%, respectively. For 2018-2019, the Charter School's Students with Disabilities' ELA and Math performances exceeded that of Students with Disabilities students at comparable schools and in SCUSD.

<u>Economically Disadvantaged</u> – Economically Disadvantaged students at YPSA saw increases in performance for both ELA and Math from 2014-2015 to 2018-2019, by 30.71% and 19.14%, respectively. For 2018-2019, the Charter School's Economically Disadvantaged students' ELA and Math performances exceeded that of Economically Disadvantaged students at comparable schools and in SCUSD.

#### **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



## C. <u>District Staff Review of Renewal Petition</u>

District Staff reviewed the following elements in the originally-submitted Renewal Petition:

- 1. Educational Program
- 2. Measurable Student Outcomes
- 3. Assessment of Measurable Outcome Goals
- 4. Governance and Legal Issues
- 5. Employee Qualifications
- 6. Health and Safety Procedures
- 7. Means to Achieve a Racial and Ethnic Balance
- 8. Admissions Requirements
- 9. Financial and Programmatic Audit
- 10. Student Discipline, Pupil Suspension and Expulsion Procedures
- 11. Retirement System
- 12. Attendance Alternatives
- 13. Description of Employee Rights
- 14. Dispute Resolution Process, Oversight, Reporting and Renewal
- 15. Labor Relations
- 16. School Closure Procedures

District Staff also reviewed the impact on the District as described in the original Renewal Petition.

Following its review of the originally-submitted Renewal Petition, District Staff recommended revisions and additional information to improve the Renewal Petition. Specifically, District Staff noted deficiencies or incomplete information regarding the following:

District staff reviewed the petition, and the Petitioner responded to requests for additional information or clarifications. Eventually, the YPSA staff's ability to address all request for additional information was impacted by the sudden emergence of the COVID-19 crisis, and the fallout of the pandemic. To assure that students continued their studies, the leadership of YPSA had to dedicate additional time to implement the rapid shift to distance learning. They confirmed that they would continue to work with the District on the staff's recommended revisions and requests for additional information. Specifically, District Staff noted deficiencies or incomplete information regarding the following:

- Element 1, Educational Program
  - o Add the number and percentages for each grade level for the 2018-19 academic year.

#### **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



## • Element 3, Pupil Progress

- The section on the school's plan for utilizing data continuously to monitor and improve the educational program does not address how data will be used to improve the instructional program
- Element 6, Health and Safety
  - o Facilities ADA compliance is not adequately addressed.
- Element 8, Admissions Process
  - On the Enrollment process, it states that "...YPSA will continue to use the existing admission requirements to enroll scholars and/or place them on the waiting list," but it does not list the admission requirement?
  - o On the Lottery System, how will families be informed that they are placed on the waitlist?

## • Element 9, Financial

- o The petition speaks to the party responsible for contracting the independent audit, but not it does not identify who is responsible for overseeing the audit.
- O The revenue projections are very detailed and reflect the latest recommendation from School Services of California based on the Governor's Proposed Budget. Provides details on the 1st year of expenditure budget, but does not give the assumptions used for the outlying years. It is missing details of the remaining 5000 object codes for the first year, which includes utilities and assumptions on utility increases.

## • Element 10

- o There are several offenses listed in the table, indicating the school will contact law enforcement. Several of the offenses should be adjusted to reflect the school "may" contact law enforcement as opposed to "will."
- Element 16, Procedures for School Closing
  - o States SCUSD will maintain the financial records in event of school closure.

As noted above, Petitioner submitted supplemental information to the District addressing the concerns and will continue to work with the district to answer any outstanding questions and address any unresolved concerns.

Based on the results of the District Staff's review of the Renewal Petition, District Staff has concluded that all of the required elements are reasonably comprehensive collectively. District Staff has also concluded that YPSA meets the prerequisite statutory requirements for renewal set forth in Education Code section 47607, subdivision (b).

#### **Innovation Office**

Approve Resolution No. 3131: Renewal of the Charter for Yav Pem Suab Academy – Preparing for the Future Charter School



## IV. Budget

State income and various other income sources to the District are reduced when students living in District boundaries enroll at a charter school. Under Education Code section 47604, subdivision (c), a school district that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation is not held liable for the charter school's debts or obligations as long as the school district complies with all oversight responsibilities. The District will continue to have monitoring and oversight responsibility for charter school finances, as specified in the Charter Schools Act.

## V. Goals, Objectives and Measures

Not Applicable.

## VI. Major Initiatives

Not Applicable.

#### VII. Results

District Staff recommends that the Board conference and take action to approve the renewal of the charter for Yav Pem Suab Academy.

## VIII. Lessons Learned/Next Steps

If the Renewal Petition is approved by the Board, the District, as the charter authorizer, will provide continued oversight by conducting annual visits and programmatic audits to review the Charter School's academic achievement, as well as records of past performance and future plans regarding academics, finances, and operations. Additionally, the District and YPSA will collaborate on the timely submission of a signed Operational Memorandum of Understanding

The Renewal Petition and supplemental information will be available online at:

http://www.scusd.edu/charter-petitions

## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 3131 RESOLUTION TO APPROVE THE RENEWAL CHARTER PETITION OF YAV PEM SUAB ACADEMY – PREPARING FOR THE FUTURE CHARTER SCHOOL

WHEREAS, petitioners for Yav Pem Suab Academy – Preparing for the Future Charter School ("Petitioners") submitted to Sacramento City Unified School District ("District") a renewal charter petition ("Petition"), dated February 18, 2020; and

WHEREAS, the District's Governing Board held a public hearing on April 2, 2020 and took board action on May 7, 2020; and

WHEREAS, the Governing Board has considered the level of public support for Yav Pem Suab Academy – Preparing for the Future Charter School and has reviewed the Petition, including all supporting documentation; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education hereby adopts the Petitioner submitted Written Analysis Response and written Staff Report.

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

BE IT FURTHER RESOLVED the term of the charter shall be for five (5) years, beginning on July 1, 2020 and expiring June 30, 2025.

BE IT FURTHER RESOLVED that the Petition approval is conditional upon signed Memorandums of Understanding for Operations and Special Education by Petitioner and District no later than May 16, 2020.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 7<sup>th</sup> day of May, 2020, by the following vote:

Jessie Ryan
President of the Board of Education

# Sacramento City Unified School District

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

Meeting Date: May 7, 2020

<u>Subjec</u>	t: 2019-20 Local Control and Accountability Plan Update
	Information Item Only
	Approval on Consent Agenda
	Conference (for discussion only)
	Conference/First Reading (Action Anticipated:)
	Conference/Action
	Action
	Public Hearing

**<u>Division</u>**: Continuous Improvement and Accountability Office

<u>Recommendation</u>: Receive information about the recent changes to the Local Control and Accountability Plan (LCAP) development and approval process for 2019-20 and 2020-21.

Background/Rationale: Annually, districts must update the Local Control and Accountability Plan (LCAP) including a review of the applicability of the goals, and progress toward stated goals as per Education Code §52061. On April 23, 2020, Governor Newsom issued Executive Order N-56-20. This order outlined key changes to the LCAP development and approval process for 2019-20 and 2020-21. These changes were made in response to the COVID-19 pandemic and empowered districts and schools to focus on responding to the pandemic while continuing to provide transparency to their communities.

## Financial Considerations: None

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

## **Documents Attached:**

- 1. Executive Summary
- 2. Governor's Executive Order N-56-20
- 3. California Department of Education (CDE) COVID-19 and LCAP FAQs

Estimated Time of Presentation:15 minutes

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

Steven Fong, LCAP/SPSA Coordinator

Approved by: Jorge A. Aguilar, Superintendent

# Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update May 7, 2020



## I. Overview/History of Department or Program

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

#### **II. Driving Governance:**

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

On April 23, 2020, Governor Newsom issued Executive Order N-56-20. This order outlined key changes to the LCAP development and approval process for 2019-20 and 2020-21. These changes were made in response to the COVID-19 pandemic and empowered districts and schools to focus on responding to the pandemic while continuing to provide transparency to their communities.

The key changes outlined by the Executive Order include:

## 2019-20 Reporting Requirements:

- Deadline for the 2020-21 LCAP and Budget Overview for Parents is extended until December 15, 2020
- (NEW for this year) Boards must adopt, at the same meeting at which the annual budget is adopted, a written report to the community explaining the changes to program offerings that the district has made in response to school closures and the major impacts of such closures on students and families. Key requirements of this update will include:
  - o Description of how the district is meeting the needs of unduplicated pupils during the period of school closure
  - o Steps taken by the district to support the following during the period of closures:
    - Delivery of high-quality distance learning
    - Provision of school meals
    - Arrangement for supervision of students during ordinary school hours
  - Post the approved report to the district's website
- Required review of Dashboard local indicator data by July 1, 2020 is waived. (Additional information is anticipated on this item as the legislature makes decisions regarding the status of the 2020 Dashboard)

## 2020-21 Reporting Requirements

- Board Approval of 2020-21 LCAP must be completed by December 15, 2020
- Board Approval of 2021-22 LCAP must be completed by June 30, 2021

# Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update May 7, 2020



## Additional Implications of EO N-56-20

- Waives requirements specified in Education Code that govern minimum instructional minutes in Physical Education for grades 1-12 and the requirements related to providing adequate facilities for physical education courses.
- Waives, for the 2019-20 school year, the requirement that LEAs administer the Physical Fitness Test (PFT).

## III. Budget:

A key part of the state's rationale for extending the deadline for the 2020-21 LCAP to December 2020 was to allow for increased alignment to the budget. With the current level of uncertainty around state funding for the coming year(s), status of program implementation in the fall, and other unknowns resulting from the current pandemic, the extension will allow for development of a 2020-21 LCAP that can accurately align to the district's budget.

## IV. Goals, Objectives and Measures:

Districts are required to show that they have increased and improved services for the following high needs students as compared to all students:

- English language learners
- Students eligible for free and reduced price meals program (low income)
- Foster Youth
- Homeless students

Development of Goals, Objectives, and Measurable Outcomes for the next LCAP cycle (2021-22 through 202-24) will continue through the 2020-21 school year and culminate in presentation to the Board in spring 2021.

## V. Major Initiatives:

The LCAP provides details and resource allocation for the work of the school district as it actualizes the overarching Equity, Access, and Social Justice Guiding Principle, which states that all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.

To increase coherence throughout the system, staff are focused on ensuring that the processes for the budget, School Plan for Student Achievement (SPSA), and LCAP are aligned and integrated. Staff across departments are currently working to implement account coding practices that will increase alignment and transparency.

Prior to the onset of the COVID-19 pandemic and changes informed by Executive Order N-56-20, the California Department of Education (CDE) had developed and released a new LCAP template to be used in

# **Continuous Improvement and Accountability and State and Federal Programs**

Local Control and Accountability Plan (LCAP) Update May 7, 2020



developin the 2020-21 LCAP. This template is now anticipated to be implemented for the 2021-22 through 2023-24 LCAP, with the 2020-21 LCAP using an to-be-developed, one-year template.

The previously developed three-year template included several changes of note that are the result of stakeholder advocacy and input over the past years. These include:

Consolidation of expenditure information into summary tables

- Statute required that the template consolidate expenditures into table form. This is expected to reduce the overall length of LCAPs.
- CDE has emphasized that the focus is on which expenditures (regardless of funding source) contribute to increased or improved services for unduplicated pupils.
- The expenditure tables do NOT distinguish between LCFF Base and Supplemental & Concentration Grant Funds.
- SCUSD does have a interest and commitment to transparency of S&C Funding use and will continue
  to provide the public documentation of how these funds are allocated annually.

Focus on three-year target outcomes with annual reporting of progress

- This differs from the former LCAP templates, which have required distinct targets to be established for each of the three LCAP years.
- Actual outcomes for each of the three LCAP years will be reported annually.

Merging of the Annual Update and Goals Sections

- Currently, the Annual Update and Goals sections are the most substantial LCAP sections in terms of length. To streamline the document, the analysis portion of the Annual update was merged with the Goals section.
- Estimated Actual expenditure reporting has been relocated to a summary table.

In addition to the key changes outlined, the new template instructions provide guidance regarding the three types of LCAP goals that districts should consider in plan development:

- Focus Goal: Concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** Less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: Includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Again, it is anticipated that the changes to the three-year LCAP template detailed above will be implemented for the 2021-22 LCAP. The template for the 2020-21 LCAP is to be developed.

# Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update May 7, 2020



#### VI. Results:

This Written Report that must be adopted with the district's budget in June 2020 will be developed in collaboration with district staff from the identified program areas. Where possible, stakeholder input will be sought to inform revisions so that the report can effectively communicate the steps taken by the district to the community.

## Placeholder for details on template (if released in time)

Following approval, the Written Report will be submitted to the Sacramento County Office of Education (SCOE) and posted on the district's website.

## VII. Lessons Learned/Next Steps:

LCAP Staff, in collaboration with the LCAP Parent Advisory Committee (PAC), will be developing an action plan for 2020-21 stakehodler engagement and plan development that will ensure that both the 2020-21 LCAP and 2021-22 through 2023-24 LCAP are completed.

## Placeholder for details on LCAP PAC member terms (if avaialble)

#### **Key Dates:**

June 18, 2020: Board Approval of Written Report and Budget

By July 1, 2020: Submission of Written Report to SCOE
 TBD: Release of 2020-21 LCAP Template

November 2020: Approval of 2020-21 LCAP
 By Dec 15, 2020: Submit 2020-21 LCAP to SCOE

June 2021: Approval of 2021-22 through 2023-24 LCAP
 By July 1, 2021: Submit 2021-22 through 2023-24 LCAP to SCOE

• Aug-Sep 2021: SCOE Feedback, Revisions, SCOE Approval

# Continuous Improvement and Accountability and State and Federal Programs

Local Control and Accountability Plan (LCAP) Update May 7, 2020



Following are some of the recent and coming activities to further inform LCAP development. Alternative activities that will allow for review of materials and gathering of input in a digital medium are being developed in the event that any of the meetings are cancelled due to COVID-19 protocols.

Time	Action
Nov – present	LCAP PAC Development of draft LCAP goals/guidance
March 17 <sup>th</sup>	Community Advisory Committee (CAC) meeting
TBD	Student Advisory Council (SAC) meeting
March 23 <sup>rd</sup>	LCAP Parent Advisory Committee (PAC) meeting
March 25 <sup>th</sup>	District English Learner Advisory Committee (DELAC) meeting
March 30 <sup>th</sup>	Parent Information Exchange (PIE) meeting
April TBD	Area Community Forms at School Sites (Locations TBD)
May 4-29 <sup>th</sup>	Full draft posted for general input/viewing
May 13 <sup>th</sup>	African American Achievement Task Force (AAATF) meeting

## **Key Terms:**

## Local Control and Accountability Plan (LCAP):

 A three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes.

## **Local Control Funding Formula (LCFF)**

• The state's method for funding school districts

#### **LCFF Base Funding**

Uniform base grant based on grade span and average daily attendance

## **Unduplicated Pupils**

English Learners, Low-Income students, Foster Youth

## **LCFF Supplemental Grant Funding**

Additional funding based upon unduplicated pupil percentage

## **LCFF Concentration Grant Funding**

 Additional funding based upon the percentage of unduplicated pupils exceeding 55% of district's enrollment

# EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

## **EXECUTIVE ORDER N-56-20**

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** on March 13, 2020, I issued Executive Order N-26-20, which ensured continued funding for public schools that close in response to the COVID-19 pandemic so they could continue, during the period of a school closure, to deliver high-quality distance learning opportunities, access to school nutrition programs, and supervision of students during ordinary school hours and to pay their employees; and

**WHEREAS** continued school closures in response to the COVID-19 pandemic will impact important annual planning, budgetary, and other processes specified by statute and regulation, necessitating immediate relief from associated deadlines in the short term; and

**WHEREAS** further action in partnership with the Legislature is necessary to address future deadlines that are not imminent, including certain requirements related to the California School Dashboard; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

## IT IS HEREBY ORDERED THAT:

- For purposes of this Order, Local Educational Agency (LEA) means school districts, county offices of education, and charter schools; and the Local Control and Accountability Plan (LCAP) refers to a local control and accountability plan and annual update adopted using the template specified in Education Code section 52064.
- 2. The deadline for a local school district governing board, county board of education, or a governing body of a charter school to adopt the LCAP and the budget overview for parents by July 1 of each year, pursuant to Education Code sections 47604.33, 47606.5, 52060, 52061, 52064.1, 52066, and 52067, is extended until December 15, 2020, on the conditions that:
  - (i) The governing board or body of the LEA adopts, during the same meeting at which the governing board or body of the LEA adopts the annual budget due July 1, 2020, a written report to



the community that explains the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families, which shall include, at minimum, a description of how the LEA is meeting the needs of unduplicated pupils, defined consistent with Education Code section 42238.02(b)(1), during the period of school closures and the steps taken by the LEA, consistent with Paragraph 2 of Executive Order N-26-20, to support the following during the period of school closures:

- a. Continue delivering high-quality distance learning opportunities;
- b. Provide school meals in non-congregate settings; and
- c. Arrange for supervision of students during ordinary school hours.
- (ii) School districts and county boards of education submit the written report adopted pursuant to clause (i) to the county superintendent of schools or the Superintendent of Public Instruction, respectively, in conjunction with submission of the adopted annual budget.
- (iii) A charter school submits the written report adopted pursuant to clause (i) to its authorizer in accordance with Education Code 47604.33.
- (iv)The LEA posts a copy of the written report adopted pursuant to clause (i) on the homepage of the internet website maintained by the LEA, if such website exists.
- 3. The California Department of Education shall develop a form that LEAs may use for the written report specified in Paragraph 2.
- 4. The deadline for a county superintendent or the Superintendent of Public Instruction to approve the LCAP pursuant to Education Code section 52070(d) and 52070.5(d) is extended until January 14, 2021.
- 5. The deadline for a charter school to submit the LCAP to its chartering authority and the county superintendent of schools is extended to December 15, 2020.
- 6. Education Code section 52064(j) is waived with respect to any LCAP adopted pursuant to Paragraph 2.

- 7. For the budget adopted by a governing board of a school district on or before July 1, 2020, the requirements that the governing board adopt a LCAP prior to adopting a budget and that the budget include the expenditures identified in the LCAP pursuant to Education Code section 42127(a)(2)(A); that a county superintendent of schools disapprove the budget by September 15, 2020 if the budget does not include the expenditures necessary to implement the LCAP pursuant to Education Code sections 42127(c)(3) and 42127(d)(1); and that a county superintendent of schools shall not adopt or approve a budget before the LCAP for the budget year is approved pursuant to Education Code section 42127(d)(2), are waived.
- 8. For the budget adopted by a county board of education on or before July 1, 2020, the requirements that a county board of education adopt a LCAP prior to adopting a budget and that the budget include the expenditures identified in the LCAP pursuant to Education Code section 1622(a); that the Superintendent of Public Instruction disapprove the budget if the county board of education has not adopted a LCAP or if the budget does not include the expenditures necessary to implement the LCAP pursuant to Education Code section 1622(b)(2); and that the Superintendent of Public Instruction disapprove a revised budget by November 8, 2020 if the Superintendent of Public Instruction determines the budget does not include the expenditures necessary to implement the LCAP pursuant to Education Code section 1622(d), are waived.
- 9. Education Code section 52064.5(e)(2), requiring the governing board of a school district, the county board of education, and the governing body of a charter school to review data to be publicly reported for Dashboard local indicators in conjunction with adoption of the LCAP, is waived with respect to the review and adoption that would otherwise be required by July 1, 2020.
- 10. Paragraph 3 of Executive Order N-29-20, including the conditions specified therein, shall apply to meetings held pursuant to Article 3 of Chapter 2 of Part 21 of Division 3 of Title 2 of the Education Code and Education Code section 47604.1(b).
- 11. The requirements specified in Education Code sections 51210(a)(7), 51220(d), 51222, and 51223, related to minimum instructional minutes in physical education for grades 1-12 are waived, and the requirements specified in Education Code section 51241(b)(2), related to providing adequate facilities for physical education courses, are waived.
- 12. Education Code section 60800, requiring each LEA maintaining any of grades 5, 7, and 9 to administer a physical fitness performance test to each student in those grades, and Education Code sections 33352(b)(4) and (5), requiring the California Department of Education to collect data regarding the administration of the physical fitness test, are waived for the 2019-20 school year.

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**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 22nd

day of April 2020.

GAVIN NEWSOM

Governor of California

ATTEST:

ALEX PADILLA Secretary of State



# Changes to 2020–21 Budgets and Local Control and Accountability Plans (LCAP) in Response to COVID-19: Frequently Asked Questions

#### Why was the LCAP due date changed for the 2020-21 school year?

Given the uncertainties caused by the COVID-19 pandemic and the impact California's response has had on a local educational agency's (LEA's) ability to meaningfully engage with stakeholders, Executive Order N-56-20 was established. This Executive Order extended the deadline for adoption of the 2020–21 LCAP from July 1, 2020, to December 15, 2020.

# Why is the LCAP for the 2020–21 school year due on December 15, 2020?

The December 15<sup>th</sup> due date is consistent with an LEA's requirement to complete a first interim budget report.

- School districts and county offices of education must complete first interim reports on or before December 15 of each year.
- A charter school is required to submit a first interim budget report to its chartering authority and the county office of education on or before December 15 of each year.
- By completing the 2020–21 LCAP in conjunction with the first interim budget report for fiscal year 2020–21, LEAs will have an opportunity to develop the LCAP in alignment with a more informed understanding of the 2020–21 school year budget.

# Do LEAs still have to adopt a 2020–21 budget on or before July 1, 2020?

Yes. The deadline to adopt a budget for the 2020–21 fiscal year was not delayed. The budget approval and oversight process has not changed.

- School districts and county offices of education must adopt a budget on or before July 1 of each year. (California Education Code [EC] 42127 and EC 1622, respectively).
- Charter schools must submit a budget to its chartering authority and the county office of education on or before July 1 of each year. (*EC* 47604.33).

# Is the Budget Overview for Parents still required with the 2020–21 LCAP?

Yes. Consistent with Executive Order N-56-20, the deadline for the Budget Overview for Parents has been extended to December 15, 2020 and must be submitted with the 2020–21 LCAP.

### **COVID-19 Operations Written Report**

### Why are LEAs required to complete a written report regarding COVID-19?

Executive Order N-56-20 requires that all LEAs complete a written report to explain the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency, the major impacts of such closures on students and families, and a description of how the LEA is meeting the needs of its unduplicated students.

The California Department of Education (CDE) is currently developing a COVID-19 Written Report form that may be used for this purpose.

### When is the COVID-19 Operations Written Report due?

The COVID-19 Operations Written Report must be adopted with the LEA's budget which is due on or before July 1, 2020.

### Who must approve the COVID-19 Operations Written Report?

An LEA's local governing board or body approves the COVID-19 Operations Written Report, on or before July 1, 2020, in conjunction with the adoption of its budget.

# When will the form for the COVID-19 Operations Written Report be available and where can I find it?

It is anticipated that the form for the COVID-19 Operations Written Report will be posted on the CDE's LCAP web page located at <a href="https://www.cde.ca.gov/re/lc/">https://www.cde.ca.gov/re/lc/</a> by May 1, 2020.

# Does the COVID-19 Operations Written Report need to be submitted to the county superintendent of schools or the Superintendent of Public Instruction?

Yes, the report must be submitted, but does not require approval.

While the COVID-19 Operations Written Report does not need to be approved by the county superintendent of schools or the Superintendent of Public Instruction for

approval, the Written Report must be submitted in conjunction with the submission of the adopted annual budget.

# Once approved, must an LEA post the COVID-19 Operations Written Report on its website?

Yes. Once adopted by the local governing board or body, the COVID-19 Operations Written Report must be prominently posted on the homepage of the LEA's website.

# Are LEAs required to seek stakeholder feedback to inform the development of the COVID-19 Operations Written Report?

The COVID-19 Operations Written Report must be adopted at a public meeting of the LEA's governing board or body. To the extent practicable, LEAs should seek stakeholder feedback to inform the development of the COVID-19 Operations Written Report consistent with the stakeholder engagement process used to develop its annual budget.

# Is the form for the COVID-19 Operations Written Report the same form as the Certification Form for COVID-19 Closure (COVID-19 Closure Form)?

No. These are two different forms with different purposes.

For information on the COVID-19 Operations Written Report or the form that may be used for the COVID-19 Operations Written Report, refer to the COVID-19 Operations Written Report section within these FAQs.

For additional information on the COVID-19 Closure Form, refer to the Form J-13A web page (<a href="https://www.cde.ca.gov/fg/aa/pa/j13a.asp">https://www.cde.ca.gov/fg/aa/pa/j13a.asp</a>) under the COVID-19 Information header.

### 2020–21 LCAP Process and Template

For the LCAP due on December 15, 2020, will LEAs be required to use the LCAP template adopted in January 2020?

No. Executive Order N-56-20 specifies that the requirement to use the new three-year LCAP template adopted by the State Board of Education on January 8, 2020 for the LCAP due December 15, 2020 has been waived.

# What LCAP template and stakeholder process will be required for the 2020-2021 LCAP?

The precise template, metrics, and stakeholder process to be used for the 2020–21 LCAP is still to be determined and will need to be detailed in future legislation. The CDE will be consulting with stakeholders and working with the Legislature in this regard.

# Will LEAs still be required to use the 2019–2020 Annual Update Template?

The template, metrics, and stakeholder process to be used for the 2020–21 LCAP and Annual Update is still to be determined and will need to be detailed in future legislation. The CDE will be consulting with stakeholders and working with the Legislature to develop the 2020–21 LCAP template, and the stakeholder process required to develop the LEAs' 2020–21 LCAP.

# When will the 2020–21 LCAP template be made available and how can I find it?

Pending legislative guidance, the CDE will be consulting with stakeholders and State Board staff to develop the 2020–21 LCAP template, and the stakeholder process required to develop the LEAs' 2020–21 LCAP. The CDE anticipates the 2020–21 LCAP template to be finalized and posted by late summer of 2020.

When finalized, the 2020–21 LCAP template will be posted on the CDE's LCAP web page located at <a href="https://www.cde.ca.gov/re/lc/">https://www.cde.ca.gov/re/lc/</a>.

#### When is the 2020-21 LCAP due?

The 2020–21 LCAP must be adopted by the local governing board or body on or before December 15, 2020. The LCAP must be submitted to the appropriate review and approving authority within 5 days of local governing board adoption.

# Will the 2020–21 LCAP need to be approved by the county superintendent or the Superintendent of Public Instruction?

Yes. Executive Order N-56-20 extends the deadline for county superintendents and the Superintendent of Public Instruction to provide feedback and grant approval of the 2020–21 LCAP to January 14, 2021.



### **Local Control and Accountability Plan eTemplate**

Will the eTemplate be available for the 2020–21 LCAP?

No.

However, the CDE's eTemplate system will be available to use with the 2021–22 through 2023–24 three-year LCAP Template. Development of the 2021–22 through 2023–24 three-year LCAP should begin in the spring of 2021.

### **Local Indicators**

Are LEAs required to bring local indicator data to the local governing board in conjunction with the adoption of the 2020–21 LCAP?

No. This requirement is waived.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.5

Meeting Date: May 7, 2020			
Subject:	Adopt Resolution No. 3136: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs		
	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:** Adopt Resolution No. 3136: Resolution Regarding Proposed Decision of Administrative Law Jude and Implementing Certificated Layoffs.

Background/Rationale: On February 20, 2020 (Resolution No. 3120) the Board of Education adopted its Resolution to Eliminate Positions Due to a Reduction of Particular Kinds of Services (Resolution No. 3120). Pursuant to Resolution No. 3120, Human Resource Services sent notices to affected certificated employees on or before March 15, 2020 informing them they are subject to layoff for the 2020-2021 school year. Pursuant to Education Code §44949, a hearing was held before Administrative Law Judge, the Honorable Heather M. Rowan, commencing on April 28, 2020 and ending on April 29, 2020.

The Administrative Law Judge's proposed decision to the Board was received by May 7, 2020. None of the findings, recommendations, or determinations contained in the proposed decision prepared by the Administrative Law Judge shall be binding on the Board of Education. The Board, at this meeting, will consider the proposed decision by its Resolution No. 3136. The Board's final determination as to the proposed decision will decide which certificated employees are to receive final layoff notices before May 15, 2020.

Once the resolution is adopted, final layoff notices shall be served on the affected employees before May 15, 2020 as provided by law.

Financial Considerations: N/A

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

#### **Documents Attached:**

1. Resolution 3136 will be provided at the Board meeting

2. Executive Summary

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: Jorge A Aguilar, Superintendent

### **Board of Education Executive Summary**

#### **Human Resource Services**

Adopt Resolution No. 3136: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs
May 7, 2020



#### I. Overview/History of Reduction to Particular Kinds of Services for 2020-2021:

Due to concerns associated with District program needs, reduced funding, and declining enrollment it was recommended that the Board approve a reduction of particular kinds of services ("PKS"), which it did on February 20, 2020, in Board Resolution No. 3120. The approved certificated reductions totaled 82 full time equivalency ("FTE"). The Board also approved certain skipping and competency criteria as well as tie-breaking criteria for the PKS resolution.

Before and after the Board approved these resolutions, staff considered attrition in order to reduce the number of current employees who would be subject to reduction. As a result, a total of 17 layoff notices were sent to impacted employees in inverse seniority order. Employees who were served a preliminary layoff notice had seven days to request a hearing. Of the 17 employees who received a layoff notice, 6 did not timely request a hearing. Employees who timely requested a hearing were served with a Statement of Reduction in Force per Education Code section 44949, for which they were required to submit a Notice of Participation within five days. Of the 11 employees who timely requested a hearing, only 10 submitted a Notice of Participation. A hearing was scheduled for the 10 Respondents who timely submitted a Request for Hearing and Notice of Participation.

The PKS Layoff hearing took place on April 28 and 29, 2020, and was presided over by Administrative Law Judge, Heather M. Rowan, of the Office of Administrative Hearings. Over the course of two days, both the District and Respondents called witnesses, engaged in cross-examination, and offered documentary evidence. At hearing, the District was able to rescind 4.26 FTE of layoff notices due to additional attrition and availability of assignment based on credentialing.

On May 1, 2020, both parties filed written closing briefs for Judge Rowan's consideration. By May 7, 2020, the District received Judge Rowan's proposed decision.

#### **II. Driving Governance:**

Education Code section 44949 requires the administrative law judge who presides over the layoff hearing to "prepare a proposed decision, containing findings of fact and a determination as to whether the charges sustained by the evidence are related to the welfare of the schools and the pupils of the schools. The proposed decision shall be prepared for the governing board and shall contain a determination as to the sufficiency of the cause and a recommendation as to disposition. However, the

### **Board of Education Executive Summary**

#### **Human Resource Services**

Adopt Resolution No. 3136: Resolution Regarding Proposed Decision of Administrative Law Judge and Implementing Certificated Layoffs
May 7, 2020



governing board shall make the final determination as to the sufficiency of the cause and disposition. None of the findings, recommendations, or determinations contained in the proposed decision prepared by the administrative law judge shall be binding on the governing board."

Education Code section 44955 requires that final layoff notices be served on affected employees before May 15.

#### III. Budget:

Position reductions are needed to assist in addressing the District's declining enrollment, the elimination of certain funds, and staffing needs.

#### IV. Goals, Objective and Measures:

Judge Rowan was tasked with determining whether the District satisfied the requirements of Education Code sections 44949 and 44955 when it reduced 82 FTE of particular kinds of services.

There was no dispute regarding the District's competency, skipping, or tie-breaking criteria.

#### V. Major Initiatives:

It is recommended that the Board consider the proposed decision and authorize staff to send final layoff notices to affected employees according to same, per the attached resolution.

#### VI. Results:

With the adoption of Resolution No. 3136, the Chief Human Resources Office and staff will be directed to send final layoff notices to affected employees per the Judge's decision.

These final layoff notices must be sent to employees before May 15, 2020 as required by law.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Subject: Approve Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards

**Approval of Declared Surplus Materials and Equipment** 

**Change Notices** 

Meeting Date: May 7, 2020

**Notices of Completion** 

	Information Item Only Approval on Consent Agenda
$\exists$	Conference (for discussion only)
ш	`
	Conference/First Reading (Action Anticipated:)
	Conference/Action
$\Box$	Action
Ħ	
Ш	Public Hearing

**Division**: Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:** 

Financial Considerations: See attached.

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

#### **Documents Attached:**

- 1. Grants, Entitlements, and Other Income Agreements
- 2. Expenditure and Other Agreements
- 3. Recommended Bid Awards Facilities Projects
- 4. Notices of Completion Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Jessica Sulli, Contract Specialist

**Approved by**: Jorge A. Aguilar, Superintendent

### **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

Contractor	New Grant	<u>Amount</u>
CHILD DEVELOPMENT		
Sacramento Employment and Training Agency (SETA) A20-00078	<ul><li>☐ Yes</li><li>☒ No, received grant in 2019/20</li></ul>	\$6,184,476
Technical Assistance \$31,200, Cost The Child Development Department e and full-day Children's Centers. Comprehensive services, including menter into partnership agreements to employment opportunities, nutrition e nurses, and other health profes participants. Upon submission and a Start the SCUSD Board of Education authorizes the Chief Business Officer and any other documents required by	of Living Adjustment \$116,814 & Quality nrolls and serves 736 Head Start children hildren ages 3-5 enrolled in the Head sental health and health screenings. Fan set family goals. Goals include complet ducation, and learning child development sionals provide direct services and approval of Child Development's grant function authorizes SETA to serve as the grant execute the sub-grant agreement with a ty the funding source. This grant was present \$5,977,018 and has been increased by	Improvement \$195,776. within part-day preschool Start Program receive nilies are encouraged to ing school, seeking new t strategies. Registered referrals to program ding application for Head rantee, and if awarded, reasonable modifications eviously approved at the
SPECIAL EDUCATION		
California Department of Education A20-00098	<ul><li>☐ Yes</li><li>☒ No, received grant in 2018/19</li></ul>	\$9,342,242
This is a federal entitlement grant that Areas) in order to provide a full continuous	titlements Grant per the Individuals with Description is distributed to the District SELPA (Special num of services for students with special services in terms of allocations to fund decial education programs.	cial Education Local Plan I needs. Funds are used
TRANSPORTATION SERVICES		
California Energy Commission A20-00092	⊠ Yes □ No	\$1,656,945
schools throughout the state transition improving student health by limiting the green economy. The funding the Disbuses with new Type A electric school.	ergy Commission's School Bus Replacer or from old, diesel school buses to zero- or leir exposure to transportation-related air partict will receive will cover the cost of report of buses and the corresponding charging routes throughout the District to help resoft the Sacramento region.	r low-emissions vehicles, pollution and building the placing five diesel school g infrastructure. The new
Sacramento Metropolitan Air Quality		
Management District A20-00093	□ Yes ⊠ No	\$449,400
School Bus Pilot Deployment Project. school bus (approx. \$445,000) and the	e remaining funds from the Sacramento. The funding will reimburse the District fonce associated infrastructure (approx. \$4,50 ctric Lion C school bus that will be used to	or the cost of one electric 900). The District will be

the District. The District will collect and report to the Sacramento Metropolitan Air Quality Management

District operational data on the new electric bus to track pilot project impact.

#### **EXPENDITURE AND OTHER AGREEMENTS**

#### **Restricted Funds**

<u>Contractor</u> <u>Description</u> <u>Amount</u>

#### **FACILITIES SUPPORT SERVICES**

Williams + Paddon Architects + Planners SA20-00438

New Contract:

□ No

5/7/20 – Architect Services for the Caleb Greenwood Portable Capital Project. The District utilizes a two-step process to contract architectural firms as described below.

\$40,394

Funds

Measure Q

- Approval of the Master Agreement for Architectural Services with Williams + Paddon is requested. The firm was selected for the District's pool of qualified architects through a rigorous Request for Qualifications process completed in February, 2020. As firms are contracted for their first capital project, the District requires each firm in the pool to execute a Master Agreement. After the Master Agreement is executed, the District proceeds to contract the firm for a specific capital project. Exhibit A, Project Authorization Form, of the agreement is used to assign projects and includes detailed project specific scope, schedule, compensation, etc.
- 2. Authorization is requested for firm's first assigned project under the new Master Agreement. The firm will provide architectural services for the Caleb Greenwood Portable project which entails installing a portable on the north side of the campus for use by the City of Sacramento 4<sup>th</sup> R program. Per a separate agreement, the City will reimburse the District up to \$257,000 for the project which is currently estimated at \$250,000. If cost escalations occur, any amount exceeding \$257,000 would be the District's responsibility. Please refer to Exhibit A, Project Authorization Form, for project details.

#### <u>RECOMMENDED BID AWARDS – FACILITIES PROJECTS</u>

**Bid No:** 0495-417, Will C. Wood & Abraham Lincoln Irrigation Improvements

Bids received: March 30, 2020

Recommendation: Award to WABO Landscape, Inc. Amount/Funding Source: \$1,020,800; Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
WABO Landscape, Inc.	Hercules, CA	\$1,020,800
Marina Landscape, Inc.	Orange, CA	\$1,103,300
Takehara Landscape, Inc.	Sacramento, CA	\$1,137,195
Aerco Pacific, Inc.	Rancho Cordova, CA	\$1,288,100

#### **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

Project: Lease-Leaseback Agreement for Luther Burbank Synthetic Turf & Infill

Replacement

Recommendation: Award contract to Valley Precision Grading, Inc.

Amount/Funding: \$1,266,021; 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".

#### **NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

Contractor Project Completion Date

Roebbelen Contracting, Inc. Hiram Johnson Core Academic Renovation 3/30/20

California Department of Education Fiscal Administrative Services Division AO-400 (REV. 9/2014)

AO-400 (REV	. 9/2014)						
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Program O	ar, Superintendent					RUCTURE	COUNTY
	City Unified SELPA	3412		The second second	source Code	Revenue Object Code	34
<b>Telephone</b> 916-643-90	00				3310	8181	INDEX
	rant Program cal Assistance Entitle	ements		1			0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Tota	ı	Amend. No.	Award Starting Date	Award Ending Date
E40	\$9,342,242		\$9,342,	242		07/01/2019	09/30/2021
CFDA Number	Federal Grant Number	Federal Grant Name Federal Agency				Agency	
84.027A	84.027A H027A190116 Individuals with Disabilities Education Ac			ion Act	United States Department of Education		
expense of a This award is	d to inform you that yeducating identified s s made contingent up upon which this awar	tudents with disab pon the availability	ilities. of funds. If t	he Legis	slature tak	es action to redu	
Please return	n the original, signed	Grant Award Notif	fication (AO-	400) to:			
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California D	epartment of Educa		nto, CA 9581	Job Titl	le		
Chris Essman, Special Education Division Education Programs Consultant							
E-mail Address cessman@cde.ca.gov Telephone 916-327-3507							
Signature of the State Superintendent of Public Instruction or Designee Date							
In	Amond	=				pril 7, 2020	
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assurances,	f of the grantee name terms, and condition	ns identified on the	grant applic	ation (fo	or grants w	ith an application	process) or
	is document or both;			requirer	ments as a	condition of fund	ding.

Printed Name of Authorized Agent

E-mail Address

Telephone

Signature

Date

CDE Grant Number: 19-13379-67439-01

April 7, 2020 Page 2

#### **Grant Award Notification (Continued)**

The following grant conditions apply:

- 1. This grant was awarded to the California Department of Education (CDE) by the U.S. Department of Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108–446, 20 United States Code (USC) 1400 et seq. Implementing regulations for this program are in Title 34 of the Code of Federal Regulations (CFR) Part 300. This grant shall be administered in accordance with the provisions of the IDEA.
- 2. IDEA Part B funds are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 CFR Part 200 and commonly referred to as the Uniform Guidance. The Uniform Guidance provisions in 2 CFR Part 200 replace provisions previously found in the Education Department General Administrative Regulations, or EDGAR, in 34 CFR parts 74 and 80 and prior Office of Management and Budget (OMB) Circulars A-87 and A-133.
- 3. General assurances and certifications are required for grants supported by federal funds and are hereby incorporated by reference. For grantees that are school districts, county offices of education, or charter schools, the CDE has agreed to accept the assurances your agency currently provides in the Consolidated Application. Information about the general assurances and certifications are available on the CDE General Assurances 2019–20 Web page at http://www.cde.ca.gov/fg/fo/fm/generalassurances2019.asp.

For grantees that are state agencies, the general assurances and certification do not need to be signed and returned; however, grantees must download and keep these documents on file for compliance reviews, complaint investigations, or audits. Forms are available at the CDE Funding Forms web page at http://www.cde.ca.gov/fg/fo/fm/ff.asp.

- 4. The grantee must sign and complete the Certification of Acceptance of Grant Requirements section of the AO-400, which certifies the grantee accepts and agrees to the conditions of the grant. The grantee must return the signed AO-400 to the CDE.
- 5. In accordance with 34 *CFR* Section 300.134(b), grantees must make the determination of the proportionate share of federal funds available to serve parentally placed private school children with disabilities under 34 *CFR* Section 300.133(b). Each grantee must complete, sign, and return the enclosed Proportionate Share Calculation (PSC) worksheet. Multidistrict SELPAs must submit the Proportionate Share Calculation Worksheet and include an attachment that provides the breakout of the proportionate share funds for its member local educational agencies. In addition, the grantee must submit the enclosed Proportionate Share Assurance (PSA) for each of its member LEAs that report zero children with disabilities enrolled by their parents in private schools. If the PSA is applicable, then it must be included with the PSC worksheet. These documents must accompany the initial Expenditure report before the grantee receives IDEA funds.
- 6. The grantee must complete and return the enclosed Expenditure Report. Please ensure that these funds are appropriately reported by using the Standardized Account Code Structure indicated on this award. All approved project funds must be expended within the designated award period. Refer to the enclosed Expenditure Report for detailed information on reporting requirements and payment reimbursements. Note: The Federal Cash Management Improvement Act of 1990 was enacted by PL 101–453 and codified at 31 *USC* sections 3335, 6501, and 6503. The implementing regulations are provided in Title 31 of the *CFR* Part 205. In accordance with Title 31 *CFR* Part 205.10, the CDE grant allocations must be limited to the actual, immediate cash requirements of the grantee.

CDE Grant Number: 19-13379-67439-01

April 7, 2020 Page 3

#### **Grant Award Notification (Continued)**

- 7. Upon completion of grant conditions 3 through 6, the initial payment will be processed up to the actual expenditures reported.
- 8. The grantee must provide the Special Education Local Plan Area (SELPA) Responsible Local Agency/Administrative Unit (RLA/AU) negotiated, approved, federally recognized indirect cost rate (ICR) for agency-wide and general management costs according to *CFR* Part 200.331(a)(4). The CDE-approved rates for local educational agencies (LEAs) are available on the CDE Indirect Cost Rates (ICR) Web page at <a href="https://www.cde.ca.gov/fg/ac/ic/">https://www.cde.ca.gov/fg/ac/ic/</a>. The SELPA RLA/AU must complete the ICR Report and return with the Final Expenditure Report. When submitting an ICR Report, the grantee must report the maximum allowable and actual indirect cost claimed by each SELPA RLA/AU receiving IDEA funds excluding pass through to LEAs. This grant condition does not apply to grantees that are state agencies.
- 9. Grantees that are school districts, county offices of education, or charter schools must return to the CDE the Final Expenditure Report and ICR Report (if applicable) no later than October 10, 2021, in order to meet end-of-year federal reporting and payment deadlines. Upon receipt of these documents, up to 100 percent of the grant will be reimbursed. This grant condition does not apply to grantees that are state agencies.
- 10. Under the False Claims Act, each recipient awarded funds under the IDEA shall promptly refer to the ED Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Information about the ED OIG Hotline is available on the OIG Hotline Fraud Prevention Web page at http://www2.ed.gov/about/offices/list/oig/hotline.html.
- 11. Under authority of the CDE, if your agency is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. Agencies with sanctions will receive notification of special conditions. No payments will be released to agencies with special conditions until the CDE receives written notification from the agency agreeing to the special conditions.

If you have any fiscal questions regarding this grant, please contact Thomas Williamson, Associate Governmental Program Analyst, Special Education Division, by phone at 916-327-3530 or by e-mail at SEDgrants@cde.ca.gov.

cc: Business Fiscal Officer: Expenditure Report, PSC Worksheet, PSA Report, and ICR Report Special Education Local Plan Area Director

## STATE OF CALIFORNIA GRANT AGREEMENT

CEC-146 (Revised 6/24/2019)





RECIPIENT	AGREEMENT NUMBER	
Sacramento City Unified School District	ARV-19-004	
5735 47 <sup>th</sup> Avenue Sacramento, California 95824	AGREEMENT TERM  7/17/2019 to 3/31/2023  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.	

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Scope of Work	Page(s): 16
Exhibit A – A-1 Attachment- Schedule of Projects and Due Dates	Page(s): 2
Exhibit A – A-2 Attachment- Media and Communications Guidelines	Page(s): 2
Exhibit B – Budget	Page(s): 8
Exhibit C – School Bus Replacement Terms and Conditions	Page(s): 24
Exhibit D - Contacts	Page(s): 1

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The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA EN	ERGY COMMISSION	Sacramento City Unified School District		
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE	
NAME	-	NAME	<u> </u>	
Adrienne Winuk		Rose Ramos		
Contracts, Grants, and Loans Office Manager		Chief Business Officer		
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18,	Sacramento, CA 95814			

# Exhibit A SCOPE OF WORK

#### **TECHNICAL TASK LIST**

Task #	CPR	Task Name
1		Administration
2		Charging Infrastructure: Utility Company Coordination
3	Χ	Charging Infrastructure: Engineering and Design
4		Charging Infrastructure: Purchase Equipment and Execute Service
		Agreements
5		Charging Infrastructure: Installation and Implementation
6		Procure Electric School Bus(es)
7		Scrap Replaced School Bus(es)
8		Data Collection and Analysis

#### **KEY NAME LIST**

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1			
2			
3			

#### **GLOSSARY**

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CPR	Critical Project Review
FTD	Fuels and Transportation Division
Recipient	Sacramento City Unified School District

#### **BACKGROUND**

Senate Bill 110 (SB 110), Chapter 55, Statutes of 2017 allocates funding to public school districts, county offices of education, and joint power authorities currently operating home-to-school transportation programs on behalf of local educational agencies, for school bus replacement grants through a program administered by the Energy Commission, in consultation with the California Air Resources Board (CARB). SB 110 appropriated remaining funds in the Proposition 39 K-12 Grant Program Funds and established the Clean Energy Job Creation Program for the purpose of funding a new School Bus Replacement Program, in addition to two other school related energy efficiency programs.

Assembly Bill (AB) 118 (Nùñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (now known as the Clean Transportation Program). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January

- 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:
- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The California Energy Commission issued solicitation GFO-17-607 to provide funding opportunities under both the School Bus Replacement Program to fund projects that replace the oldest diesel school buses in California with electric vehicle (EV) school buses and the Clean Transportation Program to fund infrastructure projects that support the EV school buses. To be eligible for funding under GFO-17-607 (the "Solicitation"), the projects must also be consistent with the Clean Transportation Program Investment Plan updated annually. In response to the Solicitation, Recipient submitted Proposal #74 (the "Application"), which was proposed for funding in the Energy Commission's Notice of Proposed Awards issued on June 3, 2019. Both the Application and the Solicitation are hereby incorporated by reference into this Agreement.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of the Energy Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

#### **Problem Statement:**

School bus fleets are aging, and our communities have poor air quality. Replacing school buses with zero emission school buses will address both of these issues.

#### **Goals of the Agreement:**

The goal of this Agreement is to improve air quality and reduce school energy costs, while providing students with necessary school transportation. This agreement also supports the state's overall energy goals such as the Low Carbon Fuel Standard target for 2030 and the SB 32 target goal to reduce greenhouse gas emissions 40 percent below the 1990 level by 2030.

#### **Objectives of the Agreement:**

The objectives of this Agreement are to purchase electric school bus(es) to replace diesel buses which will be removed from service and scrapped, and install or upgrade electric bus charging infrastructure.

#### **TASK 1 ADMINISTRATION**

#### Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

#### The Recipient shall:

- Attend a "Kick-Off" meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the Energy Commission Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Critical Project Review (Task 1.2)
  - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
  - Permit documentation (Task 1.7)
  - Subcontracts needed to carry out project (Task 1.8)
  - The CAM's expectations for accomplishing tasks described in the Scope of Work
  - An updated Schedule of Products and Due Dates
  - Quarterly Progress Reports (Task 1.4)
  - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
  - Final Report (Task 1.5)

#### **Recipient Products:**

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

#### **Commission Agreement Manager Product:**

Kick-Off Meeting Agenda

#### Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Agreement Officer, the Fuels and Transportation Division (FTD) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

#### The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient.
   These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not
  modifications are needed to the tasks, schedule, products, and/or budget for the
  remainder of the Agreement. Modifications to the Agreement may require a
  formal amendment (please see section 8 of the Terms and Conditions). If the
  CAM concludes that satisfactory progress is not being made, this conclusion will
  be referred to the Lead Commissioner for Transportation for his or her
  concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

#### The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

#### **CAM Products:**

- Agenda and a list of expected participants
- Schedule for written determination.
- Written determination

#### **Recipient Product:**

CPR Report(s)

#### Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

#### The Recipient shall:

 Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- o "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

#### **Products:**

- Written documentation of meeting agreements
- Schedule for completing closeout activities

#### **Task 1.4 Quarterly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

#### The Recipient shall:

- Prepare a Quarterly Progress Report, which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget or anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Quarterly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before

execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

#### Product:

Quarterly Progress Reports.

#### Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

#### The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one electronic copy of the Final Report with the final invoice.

#### **Products:**

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

#### Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

#### The Recipient shall:

• Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no

match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:

- Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

#### **Products:**

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

#### Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

#### The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:

- Type of permit
- Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

#### **Products:**

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

#### Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

#### The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

#### **Products:**

- Letter describing the subcontracts needed, or stating that no subcontracts are required
- Draft subcontracts
- Final subcontracts

#### **Task 1.9 Media Communications**

The goal of this task is to establish the lines of communication and procedures for conducting media activities.

#### The Recipient shall:

Follow the instructions included in Exhibit A-2 Media & Communications Guide.

#### **Products:**

Any deliverable required by the Exhibit A-2 Media & Communications Guide

#### **TECHNICAL TASKS**

#### TASK 2 CHARGING INFRASTRUCTURE: UTILITY COMPANY COORDINATION

The goals of this task are: (1) to determine if Recipient's utility company has an electric charging infrastructure program, and determine if the project qualifies for the program; and (2) to submit forms to allow the Energy Commission to access utility data in order to quantify the costs and benefits of the project.

#### The Recipient shall:

- Contact electric utility company to inquire about electric vehicle infrastructure program.
- Determine if utility company offers an electric vehicle infrastructure program.
- Determine if the project qualifies to receive funding.
- If the project does qualify, apply to receive funding.
- Prepare and provide a Written Notification of Electric Utility Funds to the CAM.
   The Written Notification will discuss include:
  - The date(s) of Recipient inquiry to the electric utility company about an electric vehicle infrastructure program
  - A short description of electric vehicle infrastructure program(s) offered by the utility company
  - Whether the project qualifies to receive funding
  - If the project does qualify to receive funding, the date Recipient applied to receive funding
  - o If the Recipient did apply, a description of the status of the application
- Complete and submit to the CAM a Utility Data Release Authorization Form and Facility and Service Account Information Form, which will be provided to Recipient by the CAM. Public Resources Code section 26240(a) requires an entity that receives funds from the Clean Energy Job Creation Program Fund to authorize its local electric and gas utilities to provide 12 months of past and ongoing usage and billing records at the school facility site level to the Energy Commission. This authorization will allow the Energy Commission to access both historical (the past 12 months) and future utility billing data. This data will help quantify the costs and benefits of school bus replacement projects.

#### **Products:**

- Written Notification of Electric Utility Funds
- Utility Data Release Authorization Form
- Facility and Service Account Information Form

#### TASK 3 CHARGING INFRASTRUCTURE: ENGINEERING AND DESIGN

The goal of this task is to complete all required design and engineering work, among all project subcontractors and other project participants, to enable successful construction of electric vehicle charging infrastructure.

#### The Recipient shall:

- Inspect facility location and determine necessary design and planning work.
- Complete engineering, design, and construction plans for facility.
- Prepare and provide an Engineering and Design Plan for each site to the CAM.
   The Engineering and Design Plan(s) will include, but is not limited to:
  - Final engineering documents
  - Final design documents
- Prepare and provide an Installation and Upgrade Schedule to the CAM. The Installation and Upgrade Schedule will include, but is not limited to:
  - The order of installations for each site
  - A list of installation milestones
  - o A timeline for completion of milestones
  - o An update, as necessary, to the milestones and timeline

#### **Products:**

- Engineering and Design Plan(s)
- Installation and Upgrade Schedule

#### [CPR WILL OCCUR DURING THIS TASK. SEE TASK 1.2 FOR DETAILS.]

### TASK 4 CHARGING INFRASTRUCTURE: PURCHASE EQUIPMENT AND EXECUTE SERVICE AGREEMENTS

The goal of this task is to procure the electric vehicle charging equipment, execute any necessary service agreements and procure any other eligible equipment needed for charging infrastructure installation.

#### The Recipient shall:

- Prepare and submit to the CAM an Equipment List that includes a list of all
  equipment and service agreements necessary to complete Task 5. Any
  equipment listed below under Equipment Specifications Requirements must meet
  the requirements listed in that section. Recipient must receive CAM written
  approval prior to purchasing equipment on the Equipment List.
- Procure equipment and execute service agreements

#### **Products:**

Equipment List

#### **Equipment Specifications Requirements:**

- A Level 2 EV charger must meet all of the following requirements in order to be eligible under this Agreement:
  - Be new and purchased after agreement execution date
  - o Be networked: equipment and network must have remote diagnostics and be

- capable of "remote start" and usage data collection.
- Have a minimum 2-year networking agreement (eligible towards total project cost)
- Be capable of delivering electricity to a plug-in electric vehicle at a minimum of 6.2 kW
- o Be Energy Star Certified
- A Direct Current Fast Charger (DCFC) must meet all of the following requirements in order to be eligible under this Agreement:
  - Be new and purchased after agreement execution date
  - Include DCFC charging stations with Combined Charging System (CCS)
    networked connector. Equipment and network must have remote diagnostics
    and be capable of "remote start" and usage data collection
  - Have a minimum 5-year networking agreement (eligible towards total project cost)
  - Capable of delivering electricity to a plug-in electric vehicle at a minimum of 50 kW or greater
  - Must be approved by a Nationally Recognized Testing Laboratory Program (NRTL)
  - Please Note: buses must be purchased according to the specifications listed in Task 6.Buses with these specifications do not have the ability to charge with DCFC. If the Recipient is considering purchasing a DCFC, Recipient must contact the CAM for more information.
- Photovoltaic solar panels must meet all of the following requirements in order to be eligible under this Agreement:
  - Be connected to EV chargers
  - Be separately metered.

EV infrastructure costs that are eligible for reimbursement under this Agreement must be directly related to school bus EV infrastructure supporting the electric school buses funded under this Agreement. These costs can include, but are not limited to:

- Electric vehicle supply equipment (EVSE)
- Transformer
- Electric Panels
- Energy storage equipment
- Photovoltaic solar panels
- Installation costs (labor and materials)
- Utility service upgrades
- Planning and engineering design costs
- Network agreement with network provider

- Extended warranties
- Stub-outs
- Demand management equipment

#### Task 5 CHARGING INFRASTRUCTURE: INSTALLATION AND IMPLEMENTATION

The goal of this task is to conduct site preparation, install, and commission charging equipment and associated electrical infrastructure.

#### The Recipient shall:

- Implement Engineering and Design Plan(s) and Installation and Upgrade Schedule (Task 3) to prepare site for equipment installation.
- Install electric vehicle charging station(s) at site.
- Inspect and verify equipment complies with all applicable safety regulations and meets all equipment specification requirements listed in Task 4. Prepare and provide Written Notification of Inspection Completion to the CAM.
- Perform commissioning and final inspections to verify that installation meets the design intent and requirements.
- Ensure that all charging stations are properly provisioned on the network.
- Provide training to site hosts.
- Ensure the proper operations of each charging station.
- Provide Photographs of Completed Installation to the CAM.
- Ensure charging infrastructure is installed and operational prior to taking delivery of the bus(es) in Task 6.

#### **Products:**

- Written Notification of Inspection Completion
- Photographs of Completed Installation

#### TASK 6 PROCURE ELECTRIC SCHOOL BUS(ES)

The goal of this task is to procure new electric school bus(es) in accordance with Exhibit B, Budget.

#### The Recipient shall:

- Determine whether Recipient will procure its electric school bus(es) from the Energy
  Commission awarded bus manufacturer/dealer from Solicitation GFO-18-604 or conduct
  its own bid to select an electric school bus manufacturer/dealer. Recipients that conduct
  their own bid must use their own established procurement procedures while adhering to
  all applicable state and local laws and the terms and conditions of this Agreement. Once
  Recipient has made a decision, submit an Email Stating What Method is Being Used to
  Purchase Bus(es) to CAM.
- Procure new electric school bus(es) that include, but are not limited to, the following specifications:
  - (1) Each bus must meet or exceed all applicable local, state, and federal laws, ordinances and requirements, including but not limited to all applicable safety and air quality regulations, and those reasonably anticipated.
  - (2) Each bus must have the ability to charge with level 2 SAE J-1772 charging.
  - (3) Each bus must be capable of vehicle-to-grid (V2G) bi-directional charging and discharging via use of type 1 CCS.

- The bus(es) must be designed so that no hardware or firmware changes are necessary to allow the bus(es) to serve demand that is independent of the utility grid (e.g. vehicle-to-load functions that are "islanded" or electrically separated from the utility system).
- The bus(es) must be able to receive a remote update enabling gridinterconnected V2G functions (e.g. vehicle-to-building functions connected to the utility system), upon completion of applicable requirements for safe electrical interconnection.
- (4) Each bus must include all of the following:
  - Telematics (GPS data and vehicles mileage) with remote access.
  - All electric heating and air conditioning for the driver and students.
  - A sound generator for variable speeds for low speed safety.
  - LED interior and exterior lights, including fog lights.
  - At least 1 spare wheel and 1 spare tire. All tires must be appropriate for chassis.
  - Body parts that are rust proofed after fabrication, and before assembly. Body shall be fully undercoated under floor, skirt panels and wheel wells prior to mounting on chassis.
  - AM/FM/CD/PA radio installed. Include wiring for 2-way radio system.
  - First aid kit, dry fire extinguisher, triangle warning devices in container, sun visor, California Highway Patrol (CHP) certificate holder, and hand held stop sign and holder.
  - Maintenance manual provided. Manual must include wiring diagrams and recommended service requirements for vehicle. A digital copy of maintenance manual must be provided as well.
  - Two front and two rear frame mounted tow hooks.
  - Regenerative braking.
  - Handrail for passenger entrance/exit.
- (5) Each bus must have a warranty that covers at least:
  - Battery: Seven (7) years, unlimited miles or cycles
  - Chassis frame and cross members: body shell (floor, side walls, roof, front and rear sections) must include rust-through.
  - School bus seat and barrier frames: Eight (8) years, unlimited miles or cycles.
  - Materials and workmanship relating to the installation of the air conditioning: Two (2) years, unlimited miles or cycles
  - All original components not covered above or warrantied by other manufacturers: Five (5) years, unlimited miles or cycles.
- (6) Bus(es) must be CHP certifiable and must receive CHP Certification before being placed in active service.
- (7) Bus(es) must be certified and issued an Executive Order by the California Air Resources Board (CARB) in accordance with the provisions of the California Interim Certification Procedures for 2004 and Subsequent Model Hybrid-Electric and Other Hybrid Vehicles, in the Urban Bus and Heavy-Duty Vehicle Classes, amended by CARB on October 21, 2014, or subsequent revisions: (http://www.arb.ca.gov/regact/2013/hdghg2013/hdghgfrohybridinterimcp.pdf).
- (8) Bus(es) must be current model year available.
- (9) Type A buses must have at least:
  - A range of at least 70 miles per full charge.

- A 16 student capacity, or reduced seat count as appropriate for wheel chair position(s).
- A minimum GVWR of 8,000.
- (10) Type C buses must have at least:
  - A range of at least 100 miles per full charge.
  - A 44 student capacity, or reduced seat count as appropriate for wheel chair position(s).
- (11) Type D buses must have at least:
  - A range of at least 100 miles per full charge.
  - A 70 student capacity, or reduced seat count as appropriate for wheel chair position(s).
- (12) Each bus must display a logo designed by the Energy Commission's Media Office to ensure each bus recognizes the sponsorship of the Energy Commission. The 12x12 inch logo will be displayed on the passenger side window of the school bus below the bottom edge of the passengers' side window glass and not closer than 12 inches from any required sign. The logo shall not be used for any other purpose unless approved by the CAM in writing. The CAM will provide the logo to Recipient prior to bus purchase.
- (13) Each bus must have <u>blue green</u> bumpers and wheels. The CAM will provide the <u>blue green</u> color specifications to Recipient prior to bus purchase.
- Submit Copy of Purchase Order for Bus(es) to the CAM.
- Submit Certification of Bus Order which includes a signed certification that Recipient's bus order(s) meet specifications (1) through (13) listed above.
- Take delivery of bus(es).
- Confirm bus(es) is functioning as expected.
- Put new bus(es) in rotation as part of the bus fleet. Prepare and provide Written Notifications of Bus(es) in Service to the CAM.
- Submit copies of the bus registration documentation to the CAM, including but not limited to:
  - Current DMV School Bus Registration(s)
  - Current CHP Safety Certification(s) (CHP 292)
  - California Air Resources Board Executive Order Number
- Provide Photograph(s) of the Bus(es) to the CAM after delivery.

#### **Products:**

- Email Stating What Method is Being Used to Purchase Bus(es)
- Copy of Purchase Order for Bus(es)
- Certification of Bus Order
- Written Notification of Bus(es) in Service
- Copy of Current DMV School Bus Registration(s)
- Copy of Current CHP Safety Certification(s) (CHP 292)
- California Air Resources Board Executive Order Number
- Photograph(s) of Bus(es).

#### TASK 7 SCRAP REPLACED SCHOOL BUS(ES)

The goal of this task is to scrap the old school bus(es) that were replaced in Task 6 to ensure that they are not producing emissions.

#### The Recipient shall:

- Remove from service the old diesel school bus(es) for which the Recipient has received a replacement bus(es) and scrap each old diesel bus within 12 months from delivery of the new electric replacement school bus.
- Provide a copy of the Dismantler Certification Form to the CAM, completed and signed by dismantler and dated within 12 months from delivery of the new electric replacement school bus.

#### **Products:**

Dismantler Certification Form

#### **TASK 8 DATA COLLECTION AND ANALYSIS**

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report. Formulas will be provided for calculations. A Final Report data collection template will be provided by the Energy Commission.

#### The Recipient shall:

- Develop data collection test plan.
- Troubleshoot any issues identified.
- Collect data, information, and analysis and develop a Final Report which includes:
  - Total gross project costs.
  - Length of time from award of bus(es) to project completion.
  - Fuel usage before and after the project.
  - 12 months of throughput, usage, and operations data from the project including, but not limited to:
    - Maximum capacity of the new charging infrastructure vs. miles per gallon of diesel bus(es) being replaced
    - Duty cycle of the current fleet and the expected duty cycle of future electric bus acquisitions
    - Specific jobs and economic development resulting from this project
    - Vehicle miles traveled by each new school bus
    - Maintenance and fueling costs for new bus(es) and infrastructure.
    - Maintenance and fueling costs of replaced diesel bus(es) and infrastructure
    - Number of students served by new bus(es)
    - Electricity use by infrastructure
  - Identify any current and planned use of renewable energy at the facility.
  - Identify the source of the alternative fuel.
  - Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.
  - Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.

 Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.

#### **Products:**

- Data Collection Test Plan
- Data collection information and analysis will be included in the Final Report

### **Exhibit A-1**

### **Schedule of Products and Due Dates**

Task	Task		
Number	Name	Product(s)	Due Date
1.1 Attend Kick-off Meeting			
		Updated Schedule of Products	7 days after kick off meeting
		Updated List of Match Funds	7 days after kick off meeting
		Updated List of Permits	7 days after kick off meeting
		•	10 days prior to the Kick-Off
		Kick-Off Meeting Agenda (CEC)	meeting
1.2	Critical P	roject Review Meetings	
		Agenda and a list of expected participants (CEC)	TBD by Energy Commission
	1st CPR	Schedule for written determination (CEC)	TBD by Energy Commission
	Meeting	Written determination (CEC)	TBD by Energy Commission
		CPR Report	TBD by Energy Commission
1.3	Final Mee	eting	
			Within 1 week after the final
		Written documentation of meeting agreements	meeting
		Schodule for completing elecacut activities	Within 1 week after the final
1.4	Quarterly	Schedule for completing closeout activities  Progress Reports	meeting
1.4	Quarterry	1 Togress Reports	The 10th calendar day after
			each quarter during the
		Quarterly Progress Reports	approved term of this
1.5	Final Rep	ort	
		Outline of the Final Report	6/30/2021
		Draft Final Report (no less than 60 days before the	
		end term of the agreement)	7/30/2021
		Final Report	8/31/2021
1.6	Identify a	nd Obtain Match Funds	
		A letter regarding match funds or stating that no	
		match funds are provided	7 days after kick off meeting
		Copy(ies) of each match fund commitment letter(s) (if	Within 10 days of identifying
		applicable)	new match funds
			Within 10 days of identifying
		Letter(s) for new match funds (if applicable)	new match funds
			Within 10 days of identifying
4.7	ldontify -	Letter that match funds were reduced (if applicable)	reduced funds
1.7	identity a	nd Obtain Required Permits	
		Letter documenting the permits or stating that no	
		permits are required	7 days after kick off meeting
		A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
		Updated list of permits as they change during the term	
			Within 10 days of change in list
		of the Agreement (if applicable)	of permits
		Updated schedule for acquiring permits as changes	Within 10 days of change in
			schedule for obtaining permits
		occur during the term of the Agreement (if applicable)	Within 10 days of receiving
		A copy of each final approved permit (if applicable)	each permit
L			caon pennit

# **Exhibit A-1**

1.8	Obtain and Execute Subcontracts	
1.0	Letter describing the subcontracts needed, or stating	
	that no subcontracts are required	7 days after kick off meeting
	<u></u>	15 days prior to the scheduled
	Draft subcontracts	subcontract execution date
	Final subcontracts	Within 10 days of execution
1.9	Media Communications	
	Any deliverable required by the Exhibit A-2, Media &	In accordance with Media &
	Communications Guide	Communications Guide
2	Charging Infrastructure: Utility Company Coordination	20 days often avecution of utility
	Written Notification of Electric Utility Funds	30 days after execution of utility agreement
		30 days after execution of utility
	Utility Data Release Authorization Form	agreement
	Facility and Service Account Information Form	30 days after execution of utility
3	Charging Infrastructure: Engineering and Design	agreement
	Engineering and Design Plan(s)	1/6/2020
	Engineering and Design Flam(s)	170/2020
		4/0/000
	Installation and Upgrade Schedule	1/6/2020
4	Charging Infrastructure: Purchase Equipment and Service	
	Agreements	Included in Querterly Progress
	Equipment List	Included in Quarterly Progress Report
5	Charging Infrastructure: Installation and Implementation	
	Written Notification of Inspection Completion	4/6/2020
	<u> </u>	
	Photographs of Completed Installation	4/6/2020
6	Procure Electric School Bus(es)	
	Email Stating What Method is Being Used to	
	Purchase Bus(es)	Within 30 days of agreement execution
	Copy of Purchase Order for Bus(es)	1/6/2020
	Certification of Bus Order	1/6/2020
	Written Notification of Buses in Service	6/30/2020
	Copy of Current DMV School Bus Registration(s)	6/30/2020
	eapy or darrow Birth derived But Hagierranen (a)	3/33/2323
	Copy of Current CHP Safety Certification(s) (CHP292)	6/30/2020
	California Air Resources Board Executive Order	
	Number	6/30/2020
	Photographs of Bus(es)	6/30/2020
7	Scrap Replaced School Bus	
		Wish in 40 manufly of delivery of
	Dismantler Certification Form	Within 12 months of delivery of each new electric school bus
8	Data Collection and Analysis	Cach flow Glootile School bus
	•	
	Data Collection Test Plan	4/6/2020
	Data collection information and analysis	Included in Final Report

#### Exhibit A-2

# MEDIA AND COMMUNICATIONS GUIDELINES FOR CALIFORNIA ENERGY COMMISSION SCHOOL BUS REPLACEMENT PROGRAM RECIPIENT

#### Recipient is encouraged to:

- Coordinate with the Energy Commission if producing news releases, posting social media, and/or organizing press events at key milestones.
  - Key milestones include:
    - Grant award announcement
    - Launch of demonstration, program or project
- Submit proposed dates for press events to the Contract Agreement Manager (CAM) and <u>mediaoffice@energy.ca.gov</u> two months prior to first proposed date, or as soon as possible.
- Submit draft media advisories, news releases, and social media posts to the CAM and mediaoffice@energy.ca.gov two weeks prior to scheduled distribution for review and development of a quotation from the Energy Commission's lead commissioner on transportation.
- Include provided boilerplate language on the School Bus Replacement Program, a
  reference to the Energy Commission, and the Energy Commission logo in all outreach
  and public materials including, but not limited to, news releases, media advisories,
  printed collateral, event invitations and project/program websites.
- Send final media releases, project or event photos, and social media posts to the CAM and <a href="mediaoffice@energy.ca.gov">mediaoffice@energy.ca.gov</a> for further distribution and promotional use.
- Refer to the Energy Commission in outreach and public materials in coordination with the CAM and <a href="mailto:mediaoffice@energy.ca.gov">mediaoffice@energy.ca.gov</a>.
- Follow @CalEnergy on Twitter, Facebook, and Instagram.
- Tag @CalEnergy in any Twitter and Instagram posts on this agreement. Tag
   @California Energy Commission in any Facebook posts on this agreement.
- Use the hashtags #CADrivesClean and #Prop39.

#### Boilerplate Language

#### Examples:

- [THE BUS/BUSES WAS/WERE] funded by the <u>California Energy Commission</u>'s <u>School Bus Replacement Program</u>, which is helping schools throughout the state transition from old, polluting diesel school buses to zero- or low-emissions vehicles, improving children's health by limiting their exposure to transportation-related air pollution and building the green economy.
- The California Energy Commission's School Bus Replacement Program awarded \$XX to
  [AWARDEE] to replace [INSERT NUMBER] of diesel school buses with [ELECTRIC or
  NATURAL GAS] buses. The program is helping schools throughout the state transition
  from old, polluting diesel school buses to zero- or low-emissions vehicles, improving

# Exhibit A-2

children's health by limiting their exposure to transportation-related air pollution and building the green economy.

# Contact Information for Media Inquiries and Support

Phone: 916-654-4989

Email: mediaoffice@energy.ca.gov

**Category Budget** 

Na	am	e	of	Or	aar	niza	tion
		•	•	•	941	~	

**Sacramento City Unified School District** 

✓ Contractor/Recipient	Subcontractor	
Small Business	Micro Business	Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$1,356,945	\$ -	\$1,356,945
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$300,000	\$ -	\$300,000
Total Other Direct Costs	\$1,656,945	\$ -	\$1,656,945
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$1,656,945	\$ -	\$1,656,945

# **EXHIBIT C**

# SCHOOL BUS REPLACEMENT PROGRAM: ELECTRIC SCHOOL BUS REPLACEMENT TERMS AND CONDITIONS

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#### **TERMS AND CONDITIONS**

# 1. Grant Agreement

This project is being funded with a grant from the California Energy Commission (Energy Commission). School bus replacement is being funded from the Clean Energy Job Creation Fund. Charging infrastructure is being funded from the Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

# 2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

**Solicitation Documents** (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

<u>Federal Cost Principles</u> (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

#### **Federal Acquisition Regulations** (applicable to commercial organizations)

d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

#### **Nondiscrimination**

e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

#### **General Laws**

f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

# 3. Funding Limitations

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

# 4. Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

#### 5. Products

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

# 6. Reports

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

**Work Statement:** This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

**Financial Status:** This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

**Additional Information:** Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

#### b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days <u>prior</u> to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Alternative and Renewable Fuel and Vehicle Technology Program management has verified satisfactory completion of work.

# c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

#### d. Failure to Comply with Reporting Requirements

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

#### 7. Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

#### **LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

#### 8. Changes to the Agreement

a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

# b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

#### c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

 Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

- 4) Addition of job classifications and changes in hours.
- 5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

#### 9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

# 10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

#### 11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

# 12. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

#### 13. Termination

This project may be terminated for any reason set forth below.

#### a. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

#### b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

# 14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

#### 15. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: <a href="http://www.energy.ca.gov/contracts/TRAVEL\_PER\_DIEM.PDF">http://www.energy.ca.gov/contracts/TRAVEL\_PER\_DIEM.PDF</a>.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

#### 16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which
  was not performed to the reasonable satisfaction of the CAM. Any work reperformed pursuant to this paragraph shall be completed within the time
  limitations originally set forth for the specific task involved.
  Recipient/subcontractor shall work any overtime required to meet the
  deadline for the task at no additional cost to the Energy Commission:
- The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible; and
- Commission The Energy shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and above. In the event the Energy Commission (2)directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

#### 17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The Energy Commission will only reimburse for the actual purchase price of the new electric school bus (including taxes) once the bus has been manufactured and delivered to Recipient. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient's actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

Costs that are eligible for reimbursement under this Agreement are: (1) The actual purchase price of the new electric school bus (including taxes) less any incentive funding contribution, which shall not exceed the amount budgeted for electric school bus purchases in Exhibit B; and (2) if the Recipient has been awarded funds for electric vehicle (EV) infrastructure, the actual purchase price and installation costs for EV charging infrastructure not to exceed \$60,000 per awarded bus.

EV charging infrastructure costs that are eligible for reimbursement under this Agreement must be directly related to school bus EV charging infrastructure supporting the electric school buses funded under this Agreement. These costs can include, but are not limited to:

- Electric vehicle supply equipment (EVSE)
- Transformer
- Electric Panels
- Energy storage equipment
- Photovoltaic solar panels
- Installation costs (labor and materials)
- Utility service upgrades
- Planning and engineering design costs
- Network agreement with network provider
- Extended warranties
- Stub-outs
- Demand management equipment

#### a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

#### b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

#### c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

# d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

#### e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.
- f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.

- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

# g. Retention

The Energy Commission will retain 10 percent of any payment request for charging infrastructure costs. Retention will not be withheld on any payment requests for electric school bus replacement costs. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

#### h. State Controller's Office

Payments are made by the State Controller's Office.

# 18. Fiscal Accounting Requirements

# a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

#### b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

#### c. Audits

# (1) Energy Commission Audit Rights

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

#### (2) Citizens Oversight Board Audit Rights

The grant project shall be subject to audit by the Citizens Oversight Board to assess the effectiveness of the expenditures in meeting the objectives of the California Clean Energy Jobs Act as required by Sections 26206(e) and 26210(d)(2) of the Public Resources Code. The Citizens Oversight Board Audit Rights shall only apply to project activities related to the purchase of an electric school bus and not to any other project activities.

#### d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

Total allowable project cost is the sum of the Agreement share and Recipient share of the project costs. Cost share percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. Match share percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.

Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

#### e. Encumbrance and Allocation of Grant Funds

Recipient shall encumber grant funds for a replacement electric school bus within 9 months of allocation. For purpose of this Agreement, the date of allocation is the date grant funds are received by Recipient and the date of encumbrance is the date Recipient becomes legally obligated to pay for the replacement electric school bus. This sub-section (e) shall only apply to grant funds for the purchase of an electric school bus and not to funds for any other purpose.

#### 19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

#### 20. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

#### 21. General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

#### c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

#### d. Timeliness

Time is of the essence in this Agreement.

#### e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

#### g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

# h. Change in Business

- (1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:
  - (a) A change of address.
  - (b) A change in the business name or ownership.
  - (c) The existence of any litigation or other legal proceeding affecting the project.
  - (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
  - (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

#### Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"
- "Audits"
- "Indemnification"
- "Fiscal Accounting Requirements"

# 22. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

#### b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seg.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

#### c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and

- Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement;
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

#### 23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

#### 24. Confidentiality

#### A. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

#### B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

#### C. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

#### D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

#### 25. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

#### 26. Public Works -- Payment of Prevailing Wages

#### Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

# <u>NOTE</u>: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

- (a) Proceed on the assumption that the project is a public work and ensure that:
  - (i) prevailing wages are paid; and
  - (ii) the project budget for labor reflects these prevailing wage requirements; and
  - (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

<u>NOTE</u>: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

<u>NOTE</u>: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

<u>NOTE</u>: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

<u>Subcontractors and Flow-down Requirements</u>. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this Agreement or any portion thereof. By accepting this Agreement, as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

<u>Budget.</u> Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

<u>Covered Trades</u>. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

<u>Questions.</u> If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

**Certification**. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

# 27. Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

# 28. Repayment of Grant Funds

- a. Pursuant to Section 26240(h)(1) of the Public Resources Code, Recipient shall be required by the Superintendent of Public Instruction to pay back grant funds if the funds are not used in accordance with state statute or regulations. This sub-section (a) shall only apply to grant funds for the purchase of an electric school bus and not to funds for any other purpose.
- b. Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to scrap a replaced bus in accordance with the Scope of Work, and if requested by the Energy Commission, the Recipient shall repay any grant funds used to purchase the electric school bus that replaced the unscrapped bus.

# 30. Operation of Replacement School Bus

Recipient must own and operate the replacement school bus for a minimum of three (3) years after delivery of the bus. Recipient must maintain the replacement school bus according to the manufacturer's warranty specifications.

# **Contact List**

California Energy Commission	Recipient
Commission Agreement Manager:	Project Manager:
Sarah Williams California Energy Commission 1516 Ninth Street, MS-51 Sacramento, CA 95814 Phone: (916) 651-9866 e-mail: sarah.k.williams@energy.ca.gov	Ronald Hill Sacramento City Unified 5735 47th Avenue Sacramento , CA 95824 Phone: (916) 277-6498 e-mail: hillr@scusd.edu
Confidential Deliverables/Products	Administrator:
California Energy Commission Contracts, Grants and Loans Office 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4381 Fax: (916) 654-4423	Ronald Hill Sacramento City Unified 5735 47th Avenue Sacramento , CA 95824 Phone: (916) 277-6498 e-mail: hillr@scusd.edu
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# **Business Services Contracts Office**

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# MASTER AGREEMENT for ARCHITECTURAL SERVICES

# with

WILLIAMS + PADDON ARCHITECTS + PLANNERS

April 14, 2020

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#### MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

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

- A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).
- C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

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

#### **ARTICLE 1**

#### **DEFINITIONS**

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

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

#### **ARTICLE 2**

#### **RETENTION OF ARCHITECT: STANDARD OF CARE**

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

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

#### **ARTICLE 3**

#### **DESCRIPTION OF PROJECT**

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

#### **ARTICLE 4**

#### **COMPENSATION**

#### 4.1 **Basic Services**

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

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	6) 10%
Contract Documents Phase (50%)	15%
Contract Documents Phase (100%	) 15%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	25%
Close Out Phase	<u>5%</u>

TOTAL BASIC COMPENSATION 100%

#### 4.2 **Additional Services**

- 4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.
- 4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

#### 4.3 **Reimbursable Expenses**

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

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

- 4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).
- 4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.
- 4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.
- 4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

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

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

- 4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.
- 4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

#### **ARTICLE 5**

#### **BASIC SERVICES TO BE RENDERED BY ARCHITECT**

#### 5.1 **General**

- 5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.
- 5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.
- 5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.
- 5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.
- 5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.
- 5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the

standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

- 5.1.7 Architect shall provide a list of employees who will be dedicated to delivering the project on time and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.
- 5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.
- 5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

#### 5.2 **Consultants**

- 5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be retained or employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to them.
- 5.2.2 <u>District's Consultants.</u> Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.
- 5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.
- 5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this

Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

#### 5.3 **Schematic Design Phase**

- 5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.
- 5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.
- 5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.
- Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.
- 5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

#### 5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor

plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

- 5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.
- 5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.
- 5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.
- 5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.
- 5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

#### 5.5 **Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and

Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This project will not be delivered utilizing Construction Management, Multi Prime.

- 5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.
- 5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").
- 5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.
- 5.5.6 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

#### 5.6 **Bidding and Negotiations Phase**

- 5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.
- 5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.
- 5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.
- 5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.
- 5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

#### 5.7 **Construction Phase**

- 5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.
- 5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.
- 5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

- 5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.
- 5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both CAD and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

- 5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package. However, Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.
- 5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.
- 5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to supervise, coordinate, and manage the compliance of the DSA Construction Oversight Process. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC); (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of

record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

- 5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements and as requested by the District, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.
- 5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.
- 5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.
- 5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

- 5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.
- 5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.
- 5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall assist the District in providing any required certification as to Hazardous Substances, or other related documents, as may be required of architects for such projects by the OPSC

- 5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.
- 5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue

claims, lawsuits or other proceedings against Architect.

- 5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.
- 5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:
  - 5.7.19.1 <u>District-initiated change orders</u>. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.
  - 5.7.19.2 <u>Change orders due to Architect</u>. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.
  - 5.7.19.3 <u>Change orders beyond District or Architect control</u>. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.
- 5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:
  - 5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.
  - 5.2.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do

not agree, then through the American Arbitration Association ("AAA") in Sacramento, California. 5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

- 5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.
- 5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.
- 5.7.24 Architect shall make reasonable professional efforts to ensure that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at Architect's own cost. Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

#### 5.8 **Close Out Phase**

- 5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of project.
- 5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

#### 5.9 **Use of Previously Prepared Materials**

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

#### **ARTICLE 6**

#### **ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

- 6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.
- 6.2 The following is a list of services that are not included in the Basic Services to be provided under this Master Agreement, and will be performed only in accordance with Article 6.1, above:
  - 6.2.1 Providing financial feasibility or other special studies;
  - 6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
  - 6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces:
  - 6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;
  - 6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;
  - 6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
  - 6.2.7 Providing services made necessary by the default of the Contractor;
  - 6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;
  - 6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;
  - 6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;
  - 6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

- 6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.
- 6.2.13 As part of the close-out process, assist the District in updating the Facilities Master Plan database once project has been completed.

#### **ARTICLE 7**

#### **RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;
- 7.3 Furnish, at the District's expense, the services of a Project Inspector;
- 7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors through the Architect;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

#### **ARTICLE 8**

#### **GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the

District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.

- 8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions (exclusive of design professional liability), and automobile liability (owned, non-owned, and hired) coverages. Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).
- 8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.
- 8.4 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.
- 8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

- 8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 8.8 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 8.9 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

#### **ARTICLE 9**

#### **WORKER'S COMPENSATION INSURANCE**

9.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

#### **ARTICLE 10**

#### **PROFESSIONAL LIABILITY INSURANCE**

10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than Seventy Five Thousand Dollars (\$75,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect

agrees that the plans may be submitted for bid or bid consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

- 10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.
- 10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously through the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate o the District for approval. Thereafter Architect shall produce a certified copy of any insurance policies will be in effect during the requested additional period of time.
- 10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 10.9 Insurance companies providing the above policies shall be legally authorized, licensed, and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 10.10 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

#### **ARTICLE 11**

#### **COMPLIANCE WITH LAWS**

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

#### **ARTICLE 12**

#### **TERMINATION OF AGREEMENT**

12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 <u>Termination by Architect.</u> For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the

date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

#### 12.3 **Miscellaneous Provisions**

- 12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.
- 12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

#### **ARTICLE 13**

#### **ARCHITECT AN INDEPENDENT CONTRACTOR**

13.1 It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

#### **ARTICLE 14**

#### STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

#### **ARTICLE 15**

#### **OWNERSHIP OF DOCUMENTS**

- 15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.
- 15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

#### **ARTICLE 16**

#### **LICENSING OF INTELLECTUAL PROPERTY**

- 16.1 This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.
- 16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising

- out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).
- 16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

#### **ARTICLE 17**

#### **ACCOUNTING RECORDS OF ARCHITECT**

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

#### **ARTICLE 18**

#### **INDEMNITY**

#### **18.1 Architect Indemnification**

To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. Architect's obligation for the costs of defense of such claims shall be limited to the Architect's proportionate share of liability in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's business. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

#### 18.2 <u>District Indemnification for Use of Third Party Materials</u>

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

#### **ARTICLE 19**

#### **TIME SCHEDULE**

#### 19.1 <u>Time for Completion</u>

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

#### 19.2 **Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

#### **ARTICLE 20**

#### **MISCELLANEOUS PROVISIONS**

- 20.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the School District.
- 20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.
- 20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

# DISTRICT: Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47<sup>th</sup> Avenue Sacramento CA 95824 ARCHITECT: Williams + Paddon Architects + Planners Attn: Cody Carpino, AIA, Principal 1715 R St Ste 200 Sacramento, CA 95811

- 20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- 20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.
- 20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.
- 20.9 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 20.10 If any provision of this Agreement shall be held invalid or render unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

DIST	RICT:	ARCHITECT:
Ву:	Page Page 4	By:
	Rose Ramos Chief Business Officer	Gregory Tonello, AIA
	Chief business Officer	Principal, CEO
Date:		Date:



#### PROJECT AUTHORIZATION FORM

#### **Caleb Greenwood Elementary Portable**

Date: April 14, 2020

Pursuant to the Master Architect Agreement dated April 14, 2020 between Williams + Paddon Architects + Planners and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

#### **TERMS**

#### A. <u>Project Description</u>

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

Installation of one (1) 4<sup>th</sup> R portable at the north side of the campus which will be run by the City of Sacramento. The classroom portable will not have plumbing fixtures, as such water nor sewer service will be provided. Electrical engineering services will include power, low voltage, fire alarm, and public address design. Civil engineering services will include assistance with path-of-travel to the classroom portable from main campus, and a rock pad. Some interior finish improvements may be required based on the condition of the existing portable. It shall be assumed the portable has available PC approved plans, interim verified reports, and serial numbers for inclusion in the site package. Book specifications to be included with a drawing set.

Architect's services will be provided in the following Phases: 1) Assessment Report (already completed), 2) Construction Documents; 3) DSA Agency Processing (over-the-counter); 4) Lease-Leaseback procurement process; 5) Construction Administration; and 6) DSA Close-Out.

#### B. <u>Compensation</u>

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

#### 

Architect shall be compensated Thirty-Eight Thousand, Four Hundred Seventy Dollars (\$38,470) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

#### C. <u>Reimbursable Expenses</u>

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$1924.00, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

#### D. Asbestos

The language identified in Section 5.7.15  $\boxtimes$  is  $\square$  is not applicable to this Project.

#### E. <u>Section 8.2</u>

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

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

DISTRICT:	ARCHITECT:
By:  Rose Ramos Chief Business Officer	By: Gregory Tonello, AIA Principal, CEO
Date:	Date:

## Attachment One to Project Authorization PROJECT SCHEDULE

#### PROJECT SCHEDULE IS TO BE DETERMINED

#### **Attachment Two to Project Authorization**

#### **HOURLY RATE / FEE SCHEDULE**

Principal	\$235.00/hr .	Project Architect	\$162.00/hr
Design Professional I	\$118.00/hr.	Associate Principal	\$198.00/hr.
Sr. Interior Designer	\$158.00/hr.	Design Professional II	\$96.00/hr.
Sr. Project Architect	\$178.00/hr.	Project Manager	\$138.00/hr.
Design Professional III	\$72.00/hr.	Sr. Project Manager	\$178.00/hr.
Interior Designer	\$128.00/hr.		

<sup>\*</sup> Services in connection as a witness for expert testimony shall be \$365.00 per hour.

If authorized in advance, expense of overtime work shall be invoiced at 1.5 x time 2.0 x time as required by statue.



### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1b

Meeting Date: May 7, 2020
Subject: Approve Personnel Transactions 4/16/20 and 5/7/20
<ul> <li>☐ Information Item Only</li> <li>☐ Approval on Consent Agenda</li> <li>☐ Conference (for discussion only)</li> <li>☐ Conference/First Reading (Action Anticipated:)</li> <li>☐ Conference/Action</li> <li>☐ Action</li> <li>☐ Public Hearing</li> </ul>
<u>Division</u> : Human Resources Services
Recommendation: Approve Personnel Transactions
Background/Rationale: N/A
Financial Considerations: N/A
LCAP Goal(s): Safe, Clean and Healthy Schools
<u>Documents Attached:</u> 1. Certificated Personnel Transactions Dated April 16, 2020

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

2. Classified Personnel Transactions Dated April 16, 2020

Approved by: Jorge A. Aguilar, Superintendent

#### Attachment 1: CERTIFICATED 4/16/2020 and 5/7/2020

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY-REEMPLY							
THOMPSON	HOLLIE	0	Tanahar Casa Ed	CALIFORNIA MIDDLE SCHOOL	0/40/0000	0/20/2020	EMPLOY PROB 3/18/20
THOMPSON	HULLIE	0	Teacher, Spec Ed	CALIFORNIA MIDDLE SCHOOL	3/18/2020	6/30/2020	EMPLOY PROB 3/18/20
LEAVES							
GRAHAM	GABRIELLA	Α	Teacher, Resource, Special Ed.	ALBERT EINSTEIN MIDDLE SCHOOL	3/23/2020	6/30/2020	LOA RTN (PD) 3/23/20
HUI	WAI KI	0	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	4/8/2020	6/30/2020	LOA RTN (UNPD) 4/8/20
KULBIDYUK	TAISIYA	Α	School Psychologist	SPECIAL EDUCATION DEPARTMENT	3/31/2020	6/30/2020	LOA RTN 3/31/20
LAM	LAUREN	Α	Teacher, Resource, Special Ed.	SPECIAL EDUCATION DEPARTMENT	5/1/2020	6/30/2020	LOA RTN 5/1/20
LAWSON	DEBI	Α	Teacher, Elementary	WASHINGTON ELEMENTARY SCHOOL	3/9/2020	6/30/2020	LOA RTN (PD) 3/9/20
YANG	LINDA	0	Counselor, High School	LUTHER BURBANK HIGH SCHOOL	3/25/2020	6/30/2020	LOA RTN (PD) 4/16/20
			· -				
<b>RE-ASSIGN/STATUS CH</b>	IANGE						
CASTRO JR	DANILO	0	Teacher, Resource, Special Ed.	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2019	6/30/2020	REA 7/1/19
SPEIGHTS	SCOTT	Α	Teacher, Spec Ed	HEALTH PROFESSIONS HIGH SCHOOL	5/1/2020	6/30/2020	REA 5/1/20
OFDADATE / DEGION /	NETIDE .						
SEPARATE / RESIGN / F DIXSON	RACHELLE	Α	Teacher, Resource, Special Ed.	JOHN CABRILLO ELEMENTARY	8/21/2019	2/21/2020	SEP/39MO 2/21/20
DIXSON	RACHELLE	A	Teacher, Resource, Special Ed.	LEONARDO da VINCI ELEMENTARY	8/21/2019	2/21/2020	SEP/39MO 2/21/20
DIAGON	RACHELLE	A	reactier, Nesource, Special Eu.	LECINARDO da VINCI ELEIVIENTART	0/21/2019	2/21/2020	3EF/39IVIO 2/21/20

#### Attachment 2: CLASSIFIED 4/16/2020 and 5/7/2020

CASTANEDA CH IRVING JO/ PENA ELLI SANDLIN MA SINGH JAS  LEAVES		i i	Morning Duty Noon Duty Noon Duty Inst Aid, Spec Ed Parent Advisor	BG CHACON ACADEMY BG CHACON ACADEMY JOHN BIDWELL ELEMENTARY HIRAM W. JOHNSON HIGH SCHOOL	3/9/2020 3/9/2020 2/1/2020 3/5/2020	6/30/2020 6/30/2020 6/30/2020 6/30/2020	EMPLOY PROB 3/9/20 EMPLOY PROB 3/9/20 EMPLOY PROB 2/1/20 EMPLOY PROB 3/5/20
CASTANEDA CH IRVING JO/ PENA ELLI SANDLIN MA SINGH JAS  LEAVES	IRISTOPHER B AN B IAS B ARYLOU B	i i	Noon Duty Noon Duty Inst Aid, Spec Ed	BG CHACON ACADEMY JOHN BIDWELL ELEMENTARY HIRAM W. JOHNSON HIGH SCHOOL	3/9/2020 2/1/2020	6/30/2020 6/30/2020	EMPLOY PROB 3/9/20 EMPLOY PROB 2/1/20
CASTANEDA CH IRVING JOA PENA ELLI SANDLIN MA SINGH JAS LEAVES	IRISTOPHER B AN B IAS B ARYLOU B		Noon Duty Inst Aid, Spec Ed	JOHN BIDWELL ELEMENTARY HIRAM W. JOHNSON HIGH SCHOOL	2/1/2020	6/30/2020	EMPLOY PROB 2/1/20
PENA ELL SANDLIN MA SINGH JAS LEAVES	IAS B ARYLOU B		Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL			
SANDLIN MA SINGH JAS LEAVES	ARYLOU B	1	, ,		3/5/2020	6/30/2020	EMPLOY PROP 2/E/20
SINGH JAS LEAVES			Parent Advisor	WOODDING ELEMENTARY OCCUR			EMPLOT PROB 3/5/20
LEAVES	SMINE B			WOODBINE ELEMENTARY SCHOOL	3/2/2020	6/30/2020	REEMPL PROB, 3/2/20
			Noon Duty	LEATAATA FLOYD ELEMENTARY	3/6/2020	6/30/2020	EMPLOY PROB 3/6/20
CISNEROS TAI	MI C	;	Coor II Health Services	HEALTH SERVICES	2/21/2020	4/1/2020	LOA (PD) FMLA 2/21/20-4/1/20
LEE SU:	SAN A		School Office Manager I	BG CHACON ACADEMY	6/25/2020	6/30/2020	LOA (PD) 6/25-6/30/20
LIZAMA SAI	IRA B	1	Instructional Aide	JOHN D SLOAT BASIC ELEMENTARY	4/30/2020	6/30/2020	LOA RTN (PD) FMLA 4/30/20
MULKEY SKY	YLA A		Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	3/16/2020	6/30/2020	RTN LOA (PD) FMLA 3/16/20
PAULING MA	ARIA A		IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	1/6/2020	5/20/2020	LOA PD 1/6/20-5/20/20
ALVARADO RA	CHEL A		Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	4/17/2020	6/30/2020	RET FR LOA 4/17/20
MULKEY SKY	YLA A		Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	3/16/2020	6/30/2020	RTN LOA (PD) FMLA 3/16/20
RE-ASSIGN/STATUS CHANGE							
CRONJAGER MA	ARTINA B		Fd Sv Asst IV	NUTRITION SERVICES DEPARTMENT	3/26/2020	6/30/2020	STCHG PERM 3/26/20
GALINDO NO	DRMA B		Fd Sv Asst IV	NUTRITION SERVICES DEPARTMENT	3/26/2020	6/30/2020	STCHG PERM 3/26/20
KANEMOTO DO	DLORES B		Fd Sv Asst IV	NUTRITION SERVICES DEPARTMENT	3/26/2020	6/30/2020	STCHG PERM 3/26/20
LITVINCHUK LYU	UDMILA B		Fd Sv Asst IV	NUTRITION SERVICES DEPARTMENT	3/26/2020	6/30/2020	STCHG PERM 3/26/20
SANTORA KA	THRINE A		Fd Sv Asst IV	NUTRITION SERVICES DEPARTMENT	3/26/2020	6/30/2020	STCHG PERM 3/26/20



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

Agenda Item# 11.1c

Meeting Date: May 7, 2020
Subject: Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of March 2020
<ul> <li>□ Information Item Only</li> <li>□ Approval on Consent Agenda</li> <li>□ Conference (for discussion only)</li> <li>□ Conference/First Reading (Action Anticipated:)</li> <li>□ Conference/Action</li> <li>□ Action</li> <li>□ Public Hearing</li> </ul>
<u>Division</u> : Business Services
Recommendation: Approve attached list of warrants and checks.
Background/Rationale: The detailed list of warrants, checks and electronic transfers issued for the period of March 2020 are available for the Board members upon request.
Financial Considerations: Normal business items that reflect payments from district funds.
LCAP Goal(s): Family and Community Empowerment; Operational Excellence
Documents Attached:  1. Warrants, Checks and Electronic Transfers – March 2020

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business Officer

Amari Watkins, Director II, Accounting Services

Approved by: Jorge A. Aguilar, Superintendent

Account	<b>Document Numbers</b>	<u>Fund</u>	<u>An</u>	ount by Fund	]	Total by Account
County Accounts Payable Warrants for Operating Expenses	97380116 - 97380903	General (01) Charter (09) Adult Education (11) Child Development (12) Cafeteria (13) Building (21) Developer Fees (25) Mello Roos Capital Proj (49) Self Insurance (67/68) Payroll Revolving (76)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	10,255,425.87 69,995.86 71,511.78 6,801.63 1,138,212.53 2,221,038.94 376,728.90 7,405.00 36,012.28 8,829.52	\$	14,191,962.31
Cash Revolving Checks for	00001993 - 00001994	Payroll Revolving (76)	\$	1,585.39	Φ.	4 505 20
Emergency Accounts Payable and Payroll					\$	1,585.39
Payroll and Payroll Vendor Warrants	97855715 - 97856877	General (01) Charter (09) Adult Education (11) Child Development (12) Cafeteria (13) Payroll Revolving (76)	\$ \$ \$ \$ \$	1,239,106.43 43,962.74 17,358.15 73,873.45 104,398.92 3,171,115.95	\$	4,649,815.64
Payroll and Payroll Vendor ACH and Direct Deposit	EFT-00000032 - EFT-00000033 ACH-01290361 - ACH-01296315	General (01) Charter (09) Adult Education (11) Child Development (12) Cafeteria (13) Building (21) Self Insurance (67/68) Payroll Revolving (76)	\$ \$ \$ \$ \$ \$ \$ \$	15,600,270.08 530,889.20 212,968.58 434,747.40 451,825.20 33,522.75 22,274.31 64,418.89	\$	17,350,916.41
County Wire Transfers for Benefits, Debt Service, and Tax Payments	9700349206 - 9700349223	General (01) Payroll Revolving (76)	\$ \$	17,055.20 13,384,492.77	\$	13,401,547.97
		Total Warrants, Checks, and	l Elec	tronic Transfers	\$	49,595,827.72



### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1d

Meeting Date: May 7, 2020
Subject: Approve Donations List for the Period of March 1-31, 2020
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Business Services
Recommendation: Accept the donations to the District for the period of March 1-31, 2020
<u>Background/Rationale</u> : Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approva the Board Office will send a letter of recognition to the donors.
Financial Considerations: None
<u>LCAP Goal(s)</u> : College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence
<u>Documents Attached</u> :  1. Donations Report for the period of March 1-31, 2020

Estimated Time: N/A

Submitted by: Rose Ramos, Chief Business Officer

Amari Watkins, Director II, Accounting Services

Approved by: Jorge A. Aguilar, Superintendent

AR06a Receipt Detail

	eceipt tatus	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA20-0003040 Pc 01- 0812- 0		(0354) SUTTERVILLE ELEMENTA 0354-	A 6069	Check	03/11/20	5093 240.78			BA0000139	PTA Donation, Art Supplies, S	240.78
BA20-0003070 Pc		Saunders Family Trust 0431-	6069	Check	03/11/20	1182 100.00			BA0000139	Donation, Saunders Fam Trus	100.00
BA20-0003071 Pc		Matt Brown 0431-	6069	Check	03/11/20	795 1,290.00			BA0000139	Donation, Bike, M Brown, Ck7	1,290.00
BA20-0003072 Pc		(000068) ROTARY CLUB OF SAC 0431-	6069	Check	03/11/20	36030 299.32			BA0000139	Donation, Bike, Rotary Club of	299.32
BA20-0003080 Pc		(000258) YOURCAUSE (YOURCAUSE) 0415-	A 6074	Check	03/18/20	1110174627 480.00			BA0000141	Donation, Eric Walker/YourCa	480.00
		Arden Park Garden Club 0148-	6074	Check	03/18/20	1339 200.00			BA0000141	Donation, Arden Park Garden	200.00
								Total	for Sacramento	City Unified School District	2,610.10

Fund-Object Recap							
01-8690	Donation Board Acknowledgement		2,610.10				
		Fund 01 - General Fund	2,610.10				
		Fiscal Year 2020					

Total for Sacramento City Unified School District\_

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Bank Acct Id(s) IN ('B OF A','BOTW AP'), Starting Receipt Date = 3/1/2020, Ending Receipt Date = 3/31/2020, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group = )

ESCAPE

ONLINE Page 1 of 3

2,610.10

BW20-0000940 Posted 01- 0812- 0- 8690 BW20-0000968 Posted 01- 0812- 0- 8690 BW20-0000969 Posted 09- 0812- 0- 8690	000359) TH	- HE BENE\ -	NTO CHINESI - 0384- VITY COMMU - 0108-		Check	03/02/20	28523 10,500.06 0000359838 500.00		1300741739 1300742461	DONATION I/A POSITION, S  Donation-MOSS ADAMS, The	10,500.06 500.00
01- 0812- 0- 8690 BW20-0000969 Posted	) <u>-</u> -	-		6068	Check	03/09/20			1300742461	Donation-MOSS ADAMS, The	500.00
	Network for						000.00				
00 00.2 0 0000		Good -	- 0505-	6068	Check	03/09/20	3077240 100.00		1300742461	Donation, Network for Good, (	100.00
BW20-0000970 Posted 09-0812-0-8690	` ,	ΓED WAY -	CALIFORNIA - 0505-	6068	Check	03/09/20	52016 185.22		1300742461	Donation, United Way of CA, (	185.22
BW20-0000972 Posted 01- 0812- 0- 8690	(000511) SN	MUD -	- 0733-	6068	Check	03/09/20	1009438 2,500.00		1300742461	Donation, SMUD, Ck1009438	2,500.00

Fund-Object Recap							
01-8690	Donation Board Acknowledgement		13,500.06				
		Fund 01 - General Fund	13,500.06				
09-8690	Donation Board Acknowledgement		285.22				
		Fund 09 - Charter School	285.22				
	Total for	r Sacramento City Unified School District	16,395.38				

Org Recap

**Sacramento City Unified School District** 

C - Check 2,610.10

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Bank Acct Id(s) IN ('B OF A','BOTW AP'), Starting Receipt Date = 3/1/2020, Ending Receipt Date = 3/31/2020, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group = )

ESCAPE

ONLINE Page 2 of 3 AR06a Receipt Detail

BOTW AP - Bank of the West (AP)									
Receipt Receipt Id Status Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount

Org Recap

Sacramento City Unified School District (continued)

C - Check

13,785.28

Report Total

16,395.38

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Bank Acct Id(s) IN ('B OF A','BOTW AP'), Starting Receipt Date = 3/1/2020, Ending Receipt Date = 3/31/2020, 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# 11.1e

Meeting Date: May 7, 2020
Subject: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2020 through March 2020
<ul> <li>□ Information Item Only</li> <li>□ Approval on Consent Agenda</li> <li>□ Conference (for discussion only)</li> <li>□ Conference/First Reading (Action Anticipated:)</li> <li>□ Conference/Action</li> <li>□ Action</li> <li>□ Public Hearing</li> </ul>
<u>Division</u> : Human Resource Services
<u>Recommendation</u> : Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2020 through March 2020.
Background/Rationale: The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or misassignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.
Financial Considerations: None
LCAP Goal(s): Family and Community Empowerment and Operational Excellence
Documents Attached:
1. Complaint Report – Attachment A-1
Estimated Time of Presentation: N/A Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: Jorge A. Aguilar, Superintendent

# Sacramento City Unified School District Complaint Report Submitted to the Superintendent Sacramento County Office of Education Pursuant to Education Code 35186

# January through March, 2020

Number of Complaints	Instructional Material	Facilities	Teacher Vacancy and Misassignment	CAHSEE	Resolved	Unresolved
0	0	0	0	0	0	0
Total: 0						



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1f

Meeting Date: May 7, 2020			
Subject: Approve Minutes of the April 2, 2020, Board of Education Meeting			
☐ Information Item Only   ☑ Approval on Consent Agenda   ☐ Conference (for discussion only)   ☐ Conference/First Reading (Action Anticipated:)   ☐ Conference/Action   ☐ Action   ☐ Public Hearing			
<u>Division</u> : Superintendent's Office			
Recommendation: Approve Minutes of the April 2, 2020, Board of Education Meeting.			
Background/Rationale: None			
Financial Considerations: None			
LCAP Goal(s): Family and Community Empowerment			
<u>Documents Attached:</u> 1. Minutes of the April 2, 2020, Board of Education Regular Meeting			

Estimated Time of Presentation: N/A

Submitted by: Jorge A. Aguilar, Superintendent

Approved by: N/A



# BOARD OF EDUCATION MEETING AND WORKSHOP

# **Board of Education Members**

Jessie Ryan, President (Trustee Area 7)
Christina Pritchett, Vice President (Trustee Area 3)
Michael Minnick, 2<sup>nd</sup> Vice President (Trustee Area 4)
Lisa Murawski (Trustee Area 1)
Leticia Garcia (Trustee Area 2)
Mai Vang (Trustee Area 5)
Darrel Woo (Trustee Area 6)
Olivia Ang-Olson, Student Member

Thursday, April 2, 2020 4:30 p.m. Closed Session 6:00 p.m. Open Session

# Serna Center

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

# **MINUTES**

2019/20-22

# 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:40 p.m. by President Ryan, and roll was taken.

Members Present:
President Jessie Ryan
Vice President Christina Pritchett
Second Vice President Michael Minnick
Leticia Garcia
Lisa Murawski
Darrel Woo
Mai Vang

Members Absent:

Student Member Olivia Ang-Olson (arrived at 6:00 p.m.)

A quorum was reached.

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

NOTICE TO THE PUBLIC: Members of the public who wish to attend the meeting may do so through livestream at: <a href="https://www.scusd.edu/post/watch-meeting-live">https://www.scusd.edu/post/watch-meeting-live</a>. Public comment may be submitted through <a href="https://tinyurl.com/SCUSDComment">https://tinyurl.com/SCUSDComment</a> or e-mailed to publiccomment@scusd.edu. Given the Governor's Executive Orders and Sacramento County Public Health Officer Directives and Orders, no physical location of the meeting will be provided to the public.

There was no public comment on Closed Session.

## 3.0 CLOSED SESSION

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

- 3.1 Government Code 54956.9 Conference with Legal Counsel:
  - a) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2020010112 and OAH Case No. 2019100759)
  - b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)
  - c) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9 (One Potential Case)
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining TCS, SCTA Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA, SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Cancy McArn)
- 3.3 Government Code 54957 Public Employee Discipline/Dismissal/Release/Reassignment

## 4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

- 4.1 The Pledge of Allegiance
- 4.2 Broadcast Statement

# 5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Jerry Behrens announced that two settlement agreements, OAH Case No. 2020010112 and OAH Case No. 2019100759, were both approved unanimously by a vote of 7-0.

# 6.0 AGENDA ADOPTION

Vice President Pritchett motioned to adopt the agenda. Member Woo seconded, and the motion was passed unanimously.

# 7.0 SPECIAL PRESENTATION

7.1 Coronavirus Response Update (Victoria Flores and Doug Huscher)

The Assistant Superintendent of Student Support Services, Doug Huscher, and the Director of Student Support and Health Services, Victoria Flores, gave the update on the District's response to the coronavirus.

Public Comment:

Rebecca Gross
Alison French-Tubo
Angie Sutherland
Liz Guillen
Teresa Flores
Patsy Riley
Sarah Citrin
Renee Webster-Hawkins

## **Board Member Comments:**

President Ryan stated that she would speak to the Nutrition Services portion later in her President's Report, Item 9.4.

# 8.0 PUBLIC COMMENT

Public comments through <a href="https://tinyurl.com/SCUSDComment">https://tinyurl.com/SCUSDComment</a> or e-mailed to <a href="public comment@scusd.edu">public comment@scusd.edu</a> are limited to two (2) minutes in length (which, depending on the number of public comments, may be reduced to one (1) minute) with no more than 15 minutes per single topic, unless otherwise modified by the Board President. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

# Public Comment:

Carla Williams

Barbara Sanchez

Rebecca Gross

Colleen Hardin

Pamela Edington

Iva Mueller

Kenya Martinez

Jason Hague

Marie Weiss

Debra Durazo

Melissa Hymas

Jessica Bliss

Lindsay Hester

Jessica Arellano

Jana Fisher

Rebecca Wiegand

Amanda Duhaime

Shauna Dahl

David O'Connor

Richard Vasquez

Kelsey Warren

Nancy Fitzpatrick

Hallie Hester-Dahl

Michelle Boyd

Richard Dahl

Laura Santos

Kassie Noble

Nanette Podesta

Alison West

Susan Chun

Angie Sutherland

Lamaia Coleman

Alina Cojocari

Sarah Ross

Alison James

Emily Young

Byron Trejo

Brooke Pigno

Barbara Spence

Wendy Mejia

Nicole Leach

Robert Suguitan

Amber Larson

Jasmine Gosney

Blair Reese

Christina Claflin

Katy Francis

Rachel Arai

Shannon DeGeorge

Autumn Tirapelli

Nassim Ansari

Alina Cervantes

Lindsay Hester

Elizabeth Ramirez

# 9.0 COMMUNICATIONS

# 9.1 Employee Organization Reports:

- SCTA David Fisher reported on behalf of SCTA
- *SEIU No report given*
- *TCS No report given*
- Teamsters No report given
- *UPE No report given*

# 9.2 District Parent Advisory Committees:

**Information** 

**Information** 

- Community Advisory Committee Kenya Martinez reported on behalf of the CAC
- District English Learner Advisory Committee No report given
- Local Control Accountability Plan/Parent Advisory Committee –
   Renee Webster-Hawkins reported on behalf of LCAP/PAC

# 9.3 Superintendent's Report (Jorge A. Aguilar)

Information

Superintendent Aguilar spoke about how all at the District are adjusting to a new work environment while practicing social distancing. He spoke about the varied ways in which employees are continuing to work and recognized teachers that have been reaching out to students. He is concerned about students and the loss of learning, and he spoke about a distance learning plan that will be implemented. The plan is being developed by a team in negotiation with our labor partners; a needs assessment has been developed in order to check in with families to see how students are doing, and 20,000 computers for student use have been ordered and partially received. Some sites will receive and begin distribution of the computers tomorrow. Superintendent Aguilar also spoke about the various ways that families are being reached and about an agreement reached on March 30th with SCTA that focuses on teacher training. This training will be done remotely. He also recognized employees that are physically coming to work such as the plant managers, custodians, and the Nutrition services team that has been providing meals to students. Over 300,000 meals have been served since the school closures. He thanked Mayor Steinburg for sending a video thanking District employees and sending employees baked goods. The Superintendent thanked all for their patience as we adjust to this new learning environment.

# 9.4 President's Report (Jessie Ryan)

**Information** 

President Ryan thanked the many parents and community members that have reached out to her over the last couple of weeks. She spoke about the difficult impacts of the health crisis on children and families and the unfortunate increase in abuse due to stress. She spoke about, therefore, the urgency to work with all labor partners to develop a distance learning plan that will meet the needs of all students. She is grateful for agreements reached so far, but stressed that time is of the essence. President Ryan also acknowledged staff that have stepped up during this crisis to make sure that students have access to food which includes breakfast, lunch, and early dinner at many sites. She said we have also received waivers from Congresswoman Matsui's office that allows us to distribute multiple days of food to students so that exposure can be minimized to students and staff. We have just received a \$115,000 grant from "No Kid Hungry", a \$25,000 match from Mayor Steinburg, a \$25,000 match from Sierra Health, and hope to secure more. We also have a partnership with the Sacramento Food Bank through which weekend food can be obtained. Information is on the District website.

# 9.5 Student Member Report (Olivia Ang-Olson)

**Information** 

Student Member Ang-Olson reported on a student forum she held at Rosemont High School with Vice President Pritchett. There was a forum scheduled for Luther Burbank High School, but had to be cancelled due to the school closures. She then reported on how students are feeling and responding to the coronavirus and school closures, and she brought up questions that they have. She suggested having video calls with counselors available. She also noted that a video on mental health resources has been posted on the District Facebook account. Member Ang-Olson also emailed the video to Student Advisory Council members and asked that they forward it to their networks.

# 9.6 Information Sharing by Board Members

**Information** 

Member Murawski reminded that it is our job to focus on the children during this crisis, and she shared some information from UNESCO regarding children globally.

Vice President Pritchett thanked those in the District that have been working and also for the way they have been working together. She also noted that April is National Child Abuse Prevention month and reminded to never be afraid to report abuse.

# 10.0 PUBLIC HEARING

Information

10.1 Public Hearing on the Renewal Charter Petition for Yav Pem Suab Academy – Preparing for the Future Charter (Vincent Harris and Jesse Ramos)

The Director of Innovative Schools, Jesse Ramos, began the presentation and introduced the Superintendent of Urban Charter Schools Collective Lee Yang, Yav Pem Suab Academy Principal Vince Xiong, and Assistant Principal Julia Yang. Mr. Yang, Mr. Xiong, and Ms. Yang presented information on Yav Pem Suab Academy.

Public Comment:

Lonnie DeWitt Roxanne Regules Monica Cuellar

**Board Member Comments:** 

Member Vang thanked the presenters for the great work they are doing at Yav Pem Suab Academy and asked a question on demographics in relation to the state and the District. She asked what is the percentage of Hmong students designated as Asian at YPSA, and the team replied it is 94.44 percent. She also asked if they are all Asian Pacific Islander in this group, and Mr. Yang answered yes. Member Vang said she would like to know at the next meeting how this group is doing in comparison to students from this group in the District and with Susan B. Anthony Elementary in particular.

Member Garcia asked if the petition for renewal is to continue to serve the same grades that are currently being served. Mr. Yang answered that is correct, K-6. She would also like to see the student data that Member Vang requested.

## 11.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

11.1 Approve 2019/20 Second Interim Financial Report and FCMAT Update (Rose F. Ramos)

Conference/Action (Roll Call Vote)

Chief Business Officer Rose Ramos presented the information and data for the 2019-20 Second Interim Financial Report and FCMAT update. This included financial reporting requirements and District fiscal status, changes since First Interim, multi-year projections, fiscal recovery plan, budget calendar, a FCMAT matrix update, COVID-19 fiscal considerations, and a state budget update from School Services of California.

Presenting with Ms. Ramos was Budget Director Kamaljit Kalay and Leilani Aguinaldo of School Services of California.

Public Comment:

None

**Board Member Comments:** 

President Ryan asked if the March 15th deadline to deliver Certificated layoff notices and/or the 60 day notice for Classified per Education Code had been waived due to the coronavirus pandemic. Ms. Ramos said no, not to her knowledge. President Ryan asked if there is a waiver for fiscally stressed districts due to the pandemic. Again, Ms. Ramos said no, not that she is aware of, and she is sure that, if so, the Sacramento County Office of Education would have shared that. Ms. Aguinaldo agreed with this understanding. President Ryan said she wanted to understand correctly that we have some limited resources potentially coming in from the Federal government. But, the budget that we have been operating under, the January budget proposal renders, dead on arrival, most new investments and, in fact, does not account for a steep decline in statewide revenue that will actually reduce our Proposition 98 expenditures and commitments significantly, to the tune of a one billion dollar drop for Proposition 98 guaranteed for every 2.5 million dollars in lost revenue. Ms. Aguinaldo said that is correct, and at this time the only resource that is available to us for the pandemic is \$650,000 that she mentioned the District will get and that there are Federal dollars for the pandemic specifically, but it is not nearly enough given all of the expenses that the District is currently racking up to serve students at this time. President Ryan said she is hearing the governor's executive order is promising to backfill any lost revenues for positions that we would need to maintain. Ms. Aguinaldo said it is only keeping school districts whole for revenues for resources that are based on

average daily attendance (ADA), such as LCFF for example. But there are a lot of other revenue sources that school districts rely on and these are not currently planned to be backfilled. Not to say that this would not change in the future, but at this point there is no certainty of that. President Ryan asked if we are talking about potentially through the fall to see adjustments to recognize the magnitude of the decline in revenue as a result of the projected recession. Ms. Aguinaldo said that is correct.

Member Murawski thanked the presenters and said they answered most of her questions. She commended staff particularly for the FCMAT presentation and all of the work that has been done to address the findings. She would like to see in the budget presentations, going forward, a better supplemental display of our Special Education funding and expenses. She asked Ms. Aguinaldo if whatever COLA is adopted would be adjusted for 2020-21. Ms. Aguinaldo said that the COLA that would be rolled out in the May revision, and then part of the adopted budget, would be the COLA for 2020-21. If they do come back in the fall and need to do a revised budget, it could very well be because they need to revise it even further downward.

Member Garcia thanked staff for a detailed and clear presentation. She also feels a supplemental display of Special Education revenue and expenses would be helpful. She asked about the Child Development budget and the increase in the estimated contribution. Her recollection is that last year it was backfilled by the General Fund, and she thought that we had determined some solutions to this. Ms. Ramos said she knows the Child Development program does not generate enough revenue to sustain itself. *She will have to go back and look at what the prior year contribution was.* However, from a quick glance she can see that the contribution has been reduced by some amount over the past few years. This increase was due to pre-COVID-19, estimating that they were not going to have enough and were going to need about \$450,000 to close their gap this year. What staff is doing now is going back to analyze if that projection still holds true, and they will bring more information at the Third Interim on this. But, yes, it is correct that in spite of increases in the fees, there was still a shortfall, mostly due to salaries. Ms. Kalay noted that, with the increase in the fee, there was also a decline in students. Member Garcia asked about different enrollment numbers in the presentation and asked about the variation. She noted that it was believed we would have 400 fewer students when in actuality it was 200 fewer students. She asked how we align this with staffing needs. Ms. Ramos said that we were trying to project a picture that the District is not dropping as drastically as thought. This was a number that we had in the fall at First Interim, and we were holding that number pretty steadily, but then a follow-up number was used at a later point in time because that is where we were landing. Any number that we produce this year will drive next year's revenue. The projection was lower by about 200 students, and it seems to still be holding. It will fluctuate, and we look at our monthly enrollment to see if we are holding at the original 200 figure or are we not. Member Garcia then asked about the Books and Supplies item. She noted that last year we had \$6 million dollars in the budget for textbook adoption, and she sees additional funds for books. She asked for

more explanation. Ms. Ramos explained that there were three areas with set aside for textbooks, and she explained those. Ms. Garcia then asked about the status of a FCMAT finding and a SCOE special report regarding Special Education. Ms. Kalay responded that the Special Education Director has not yet been able to respond due to work load.

Second Vice President Minnick made a motion to move the item from Conference to Action. Member Woo seconded, and the motion was approved 7-0. Once in Action, the item was approved unanimously 7-0.

11.2 Approve Resolution No. 3123: Notice of Layoff: Classified Employees – Reduction in Force Due to Lack of Funds and/or Lack of Work (Cancy McArn)

Action (Roll Call Vote)

The presentation was begun by Chief Human Resources Officer Cancy McArn. She was joined in the presentation by Chief Business Officer Rose Ramos, Chief Continuous Improvement and Accountability Officer Vincent Harris, and Instructional Assistant Superintendent Mary Hardin Young. They went over the Classified layoff timeline, the budget development process, enrollment projections, SPSA mid-year review, course enrollment, consequential reduction in force, next steps, and an exhibit detailing the proposed Classified reductions.

## Public Comment:

Karla Faucett
Robyn Mutchler
Beverly Turner
Erin Duarte
Lori Jablonski
Stan A
Kate Lenox
Sally Evey
Michael Johnston
Katie Valenzuela
Fabrizio Sasso
Alison French-Tubo
Noely Sandoval
Kelly Bowerman
Casondra Wills

Gloria Garay Olivia Minor

**Board Member Comments:** 

Robin Young-Gunning Krishana Carlton

President Ryan asked why this Action item is being brought to the Board today during the pandemic and if we are being given a waiver to put off submitting a budget to a later date due to the pandemic. Ms. Ramos answered that no, we did not get a waiver. She mentioned that some of the positions on the list are being brought forward because they were limited term assignments for one year, and that the reason to eliminate some of these positions is not to alleviate the budget per se. President Ryan asked if the item is being brought to the Board on this date because we are still obligated per Education Code to give 60 day notice to provide for the process of providing preliminary notices, yet we have an opportunity should additional grant funds become available or the state intervene to pull those back. Ms. Ramos replied that is correct. President Ryan then asked for clarity that this action would not prevent employees from continuing to be funded to the end of the school year. Ms. Ramos replied that this is correct. President Ryan asked for clarity that should we secure additional dollars, grant funding, or state funding it is possible to rescind the notices. Ms. Ramos replied yes, should that be the decision. President Ryan noted that 17 grant positions have expired, and sees that many positions with time limits are in Youth Development and Foster Youth, and this concerns her. She asked how much the District would have to contribute to backfill those positions. Ms. Ramos answered it is about \$960,000. President Ryan asked about program changes at the school site council level and noted that the budgeting process eliminated a very small portion of the total fte earmarked for layoff. Ms. Ramos said that yes, these are local decisions being made at the site level with consultation of school site councils; these funds stay at the school site and are used in a different way per site decision. President Ryan spoke about the governor's executive order and noted that her reading of it is not that we will be able to backfill positions and/or have funding certainty for the next school year. President Ryan asked to clarify that positions are funded through the end of this school year, and Ms. Ramos answered yes.

Vice President Pritchett motioned to extend the Board meeting to 11:00 p.m., and Second Vice President Minnick seconded. The motion was unanimously approved.

Vice President Pritchett said she appreciates the presentation and asked to be shown the breakdown of positions that are currently filled and not short term assignments. Ms. Ramos referred to the exhibit portion of the budget process/one stop staffing changes and the charter schools. Vice President Pritchett asked for an explanation of the process for the vacant positions and how some of those positions have been vacant all year. Ms. McArn replied and gave an example of a site that closed a vacant position earlier in the year to open a different position, and stated that this is the time of year that it is brought to the Board to effectively close it. Vice

President Pritchett said she appreciates the detail of information that is being shared on this matter.

Second Vice President Minnick said he appreciates the clarity given in the breakdown because this is not an easy decision for the Board. He noted, however, how decisions to make changes, in the best interest of their students, are happening at the site level and in cooperation with the school site councils. And this makes him feel more comfortable in approving some of these changes. He also noted that in some of the limited term assignments or grant funded positions there is the potential that some of these grants are going to get renewed, and we may know that prior to July 1st. But in keeping with fiduciary responsibility to make sure we are not locking ourselves into positions that may not be funded, he appreciates that the Board has to make these decisions now. Second Vice President Minnick asked for clarification on positions that were funded through the independent charter. His understanding is that this is an independent school that has contracted with the District for some sort of service, custodial or plant manager, etc. They have chosen to find services elsewhere and have the right to do this. We do not have any control over this. Ms. Ramos said that is correct.

Member Garcia asked Ms. McArn about voluntary reductions. Ms. McArn explained that, should this item be approved, the next step is to offer voluntary reductions to employees whose positions are being partially reduced. Member Garcia then asked why the vacant positions are vacant. Ms. McArn explained that some are vacant because a decision was made earlier in the year to close the position and do something else, so there was no attempt to fill the position. Some are vacant because we have not been able to fill the position. Member Garcia asked if some of the reduced positions can then become unfilled because it is difficult to fill a partial position. Ms. McArn answered that we do try to pair partial positions together. Member Garcia asked how robust is the process at the school sites in conjunction with the school site council when they decide to make changes. Ms. McArn said there are various input opportunities prior to budget development in which the school sites can touch base with their instructional assistant superintendent. Ms. Hardin Young and Mr. Harris then gave further explanation as well. Member Garcia then noted that she sees the funding sources but does not see the dollar amounts; she said that would be helpful to have.

Member Vang thanked the staff for their thoroughness on this action item. She asked, regarding the grant funded positions, what kind of supports we have in place to fill the gaps. Superintendent Aguilar responded that for some of the positions the grants have historically been renewed and so we have been able to rescind the layoff notices. He reminded that he had noted, at the first budget adoption when he was first hired, that the District relied heavily on grants to provide

essential services. The fiscal challenges that we face make it even harder because when we rely on grants to provide such essential and critical services, and while on top of that we do not have the resources to say we should not rely on grants (because we should be investing from our general fund to provide essential services), then this decision becomes even harder. In the longer term we have to commit to creating a budget structure in which we are able to say that if some of those functions are so essential, then we need to have the resources available to continue to provide them regardless of whether or not a grant is available to provide those services. And that is not where we are at today, unfortunately. Member Vang asked about the one-time layoff section for translators in matriculation orientation; she asked what the deciding factors were to fund these positions last year and why are they now being eliminated. Ms. Ramos said that the decision was to fund with a one-time restricted allocation from the unrestricted General Fund and that is as much information as she has as far as the budget is concerned. Member Vang brought up diversity and engagement at school site council and said that some of the positions may not have been decided by school site council and that not all, as Member Garcia mentioned, school sites are as robust as others. Member Vang asked if labor partners were part of the feedback loop during the budget process. Ms. McArn explained that the one stop budget process happens at the school site, and then we speak with the labor partners once the decisions are made. This happens now as we are preparing to do voluntary reduction meetings, talking with employees with the union, and engaging after. Member Vang spoke about the pandemic and the hardships it is bringing to people, and how during a public health crisis she does not feel comfortable voting on layoffs that will affect employees just a few months away from now. Therefore, she said she would like to amend the item to remove positions numbered from 45 to 79 and 93 to 101.

Member Murawski thanked staff for putting the presentation in a clear way. She asked Ms. McArn, in light of what we know of attrition and the normal dynamics of our staff, what she foresees in terms in the number of actual employees affected by these layoffs. Ms. McArn explained the Classified bumping process and stated that it is difficult to tell what the impact will be without the full analysis of the bumping process. Ms. McArn also spoke about the 39 month rehire list and explained that if there is any attrition in a position, the most senior person on the 39 month list is called back if they had held the same position in title, calendar, and fte.

Vice President Pritchett moved to extend the meeting to 11:15 p.m. President Ryan seconded, and the motion was unanimously approved.

Member Murawski commented that it is important to remember that although positions are being closed, it is not a judgment on the value

or worth of the people in those positions. But also there must be a commitment to serve students in the best way possible within the constraints of limited resources. Member Murawski also spoke about staffing ratios and the necessity to look at what is adequate staffing.

Member Woo motioned that the item be approved as submitted. Vice President Pritchett seconded. A roll call vote was taken in which the motion passed 6-1 with Member Vang voting no.

# 12.0 CONSENT AGENDA (Roll Call Vote)

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

- 12.1 <u>Items Subject or Not Subject to Closed Session:</u>
  - 12.1a 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)
  - 12.1b Approve Personnel Transactions (Cancy McArn)
  - 12.1c Approve Business and Financial Report: Warrants, Checks, and Electronic Transfers Issued for the Period of February 2020 (Rose F. Ramos)
  - 12.1d Approve Donations List for the Period of February 1-29, 2020 (Rose F. Ramos)
  - 12.1e Approve Exclusive Negotiating Agreement Extension, 2718 G Street, Old Marshall (Rose F. Ramos)
  - 12.1f Approve Minutes of the March 5, 2020, Board of Education Meeting (Jorge A. Aguilar)
  - 12.1g Approve Resolution No. 3127: Resolution Regarding Board Stipends (Jessie Ryan)
  - 12.1h Approve Changes to Existing Council of Occupational Education (COE)
    Program for Accreditation Compliance (Susan Gilmore and
    Christine Baeta)

President Ryan asked that the Consent Agenda be adopted with an amendment to pull the lease leaseback of the Luther Burbank Synthetic Turf Project from Item #12.1a. A motion was made to approve as amended by Member Vang and seconded by Member Woo. The Board voted unanimously to adopt the agenda with a vote of 7-0.

### *13.0* BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

- 13.1 Business and Financial Information:
  - Purchase Order Board Report for the Period of January 15, 2020, through February 14, 2020 (Rose F. Ramos)
  - Enrollment and Attendance Report for Month 6 Ending January 24, 2020 (Rose F. Ramos)
- 13.2 Monthly Suspension Report February (Ed Eldridge)

President Ryan received the business and financial information.

### 14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ April 16, 2020 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ May 7, 2020, 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

### 15.0 **ADJOURNMENT**

President Ryan asked to adjourn the meeting in recognition of a retired teacher who passed away from COVID-19. The motion was made by Member Murawski and seconded by Vice President Pritchett; the motion passed unanimously, and the meeting adjourned at 11:12 p.m.

Jorge A. Aguilar, Superintendent and Board Secretary

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1g

Meeting Date: May 7, 2020

<u>Subject</u>: Approve Resolution No. 3129: Resolution Declaring Results of School Bond

Election Held on March 3, 2020

	Information Item Only
$\boxtimes$	Approval on Consent Agenda
	Conference (for discussion only
	Conference/First Reading
	Conference/Action
	Action
	Public Hearing

**Division:** Business Services

**Recommendation:** Approve Resolution No. 3129 Declaring Results of School Bond Election held on March 3, 2020.

**Background/Rationale:** On March 3, 2020, District voters passed Measure H, a Proposition 39 general obligation bond election authorizing the issuance of \$750 million of general obligation bonds. Resolution No. 3129 approves the certified Certificate of Facts Measure H received from the Sacramento County Registrar of Voters; declares that at least 55% of the votes cast were in favor of the bonds; certifies that the election proceedings were conducted in compliance with applicable law, and authorizes the Superintendent to deliver a Certificate of Election Proceedings to the Sacramento County Board of Supervisors.

Financial Considerations: None

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

# **Documents Attached:**

- 1. Resolution No. 3129
- 2. Certificate of Facts Measure H

Estimated Time of Presentation: N/A

**Submitted by:** Rose Ramos, Chief Business Officer **Approved by:** Jorge A. Aguilar, Superintendent

# BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

## **RESOLUTION NO. 3129**

# RESOLUTION DECLARING RESULTS OF SCHOOL BOND ELECTION HELD MARCH 3, 2020

WHEREAS, by proceedings duly had and taken, a school bond election (the "election") was held in Sacramento City Unified School District (the "District") within the County of Sacramento (the "County"), State of California, on March 3, 2020, pursuant to a resolution and order duly passed by this Board of Education on November 21, 2019 (the "Resolution"), and notice duly given, at which election there was submitted to the electors of the District a measure authorizing the District to incur bonded indebtedness; and

WHEREAS, the Registrar of Voters of the County has duly canvassed the returns of the election as required by law and the Resolution and has filed with this Board of Education a statement of all votes cast at the election showing the whole number of votes cast in the District and the whole number of votes cast for and against said Measure H in the District and in each of the respective consolidated election precincts therein and by absent voters, and also filed, attached to said statement, an official certificate as to the correctness of said statement; and

WHEREAS, a form of certificate describing all proceedings had and taken in the election has been submitted to this Board of Education, and is on file with the Clerk of the Board:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT. AS FOLLOWS:

- 1. All of the above recitals are true.
- 2. At the election, a measure for incurring bonded indebtedness was submitted to the electors of the District. The measure was summarized pursuant to Elections Code Section 13247; the official summary of the measure appears below.

"To upgrade classrooms, labs, libraries, and learning technology for quality instruction in math, science and engineering; provide modern career training centers; update older schools to meet current academic/safety standards; and acquire/repair/construct/equip school facilities shall Sacramento City Unified School District issue \$750,000,000 in bonds at legal rates, levying  $5\phi$  per \$100 assessed value (\$35,000,000 annually) while bonds are outstanding, with citizen oversight/audits and all funds locally controlled??"

- 3. The certified certificate of facts of the election ("Certificate of Facts") by the Registrar of Voters is hereby received, confirmed, approved, and entered upon the minutes of this meeting.
- 4. All absentee votes have been duly received and canvassed in time, form and manner as required by law.
- 5. The total number of votes cast for and against said measure at the election, including absentee votes, are as follows:

<b>Bond</b>	Measure H	

 Yes
 Yes

 Total Votes
 58,241
 35,006

- 6. At least 55% of all the votes cast at the election on said measure were in favor of said measure and this Board hereby declares said measure approved.
- 7. The Superintendent of Schools of the County is hereby requested to send a copy of the Certificate of Facts to the Board of Supervisors of the County.
- 8. All proceedings had in the premises are hereby certified by this Board, and the Superintendent of the District is hereby authorized and directed to complete, execute and deliver a Certificate of Election Proceedings (in substantially the form attached hereto as Exhibit A), to the Board of Supervisors of the County.

	PASSED AND ADOPTED thi	is day of	, 2020, by the following
vote:		•	
AYES:			
NOES:			
ABSTAIN:			
ABSENT:			
	-	President of t	the Board of Education
			City Unified School District
Attest:			
•	the Board of Education of the		
Sacramento C	City Unified School District		

# SECRETARY'S CERTIFICATE

I, Jorge A. Aguilar, Secretary, Board of Education of the Sacramento City Unified School District, County of Sacramento, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly held at the regular meeting place thereof on May [7], 2020, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present; and at that meeting the resolution was adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
An agenda of the meeting was posted at least 72 hours before said meeting at 5735 4 <sup>th</sup> Avenue, Sacramento, California, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda. A copy of the agenda is attached hereto.
I have carefully compared the same with the original minutes of the meeting on file and of record in my office. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.
WITNESS my hand this day of May, 2020.
Jorge A. Aguilar, Secretary, Board of Education
Sacramento City Unified School District

# EXHIBIT A

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT CERTIFICATE OF ELECTION PROCEEDINGS FOR AUTHORIZATION OF SCHOOL BONDS

The undersigned Superintendent of the Sacramento City Unified School District (the "District"), on behalf of and as directed by the Board of Education of the District (the "Board of Education"), does hereby certify to the Board of Supervisors of the County of Sacramento all proceedings had for the authorization of school bonds of the District, as follows:

	That the Board of Education at a regular meeting duly called and held on 2019, duly and regularly adopted a Resolution Ordering School Bond Election ection be held on the question of authorizing school bonds to be held on March 3,
"Registrar") of Supervisors of	That on or before, 20, being no fewer than 88 days before the date he Board of Education caused to be delivered to the Registrar of Voters (the of the County of Sacramento (the "County") and the Clerk of the Board of the County one or more certified copies of said Resolution Ordering School Bond ining specifications of the election order.
held on the s Supervisors o	That within said Resolution Ordering School Bond Election, the Board of uested the consolidation of said bond election with such other elections as may be same date in territory partly or wholly the same, and thereafter the Board of the County of Sacramento on, 20, ordered the consolidation of and election with an election to be held by the County on March 3, 2020.
4. scheduled to b	That on the date of said election, March 3, 2020, a statewide general election was be conducted throughout the District.
-	That the Registrar conducted the election on behalf of the Board of Education applicable provisions of the Elections Code of the State of California, as certified ar to the Board of Education.
	That the Board of Education, at a meeting duly called and held on, an entry to be made upon its minutes showing the results of said election and at least 55% of the votes cast thereat were in favor of authorizing said school

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7. the Board of election.	That the County Superintendent has certified that he has caused to be delivered to Supervisors a copy of the Registrar's certified statement of the results of the
Dated:	
	[DRAFT – NOT FOR SIGNATURE] Superintendent of Schools of the Sacramento City Unified School District

4163-2431-9011.1 A-2

Courtney Bailey-Kanelos Registrar of Voters



# **County of Sacramento**

Divisions
Campaign Services
Outreach
Precincts
Registration
Vote by Mail
Voting Systems & Technology

March 24, 2020

Jorge A. Aguilar, District Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824

Dear Jorge A. Aguilar:

Enclosed is the following document pertaining to the March 3, 2020 Presidential Primary Election for Sacramento City Unified School District, Measure H:

Certificate of Facts

The Statement of the Vote containing precinct-by-precinct results is available on our website: www.elections.saccounty.net.

If you have any questions, please email our office at voters-campaignservices@saccounty.net.

Very truly yours, Haven Starkup

Karen Startup

Campaign Services Manager

**Enclosure** 

# **CERTIFICATE OF FACTS**

I, COURTNEY BAILEY KANELOS, Registrar of Voters of the County of Sacramento, State of California, do hereby certify that **Measure H** (shown below) was submitted to the known electors in Sacramento County in the **Sacramento City Unified School District** at the March 3, 2020 Presidential Primary Election.

Sacramento City Unified School District Classroom, Lab and Technology Improvement Measure. To upgrade student classrooms, labs, libraries, and learning technology for quality instruction in math, science, arts and engineering; provide modern career training centers; update schools to meet current academic/safety standards; and acquire/repair/construct/equip school facilities shall Sacramento City Unified School District issue \$750,000,000 in bonds at legal rates, levying 5¢ per \$100 assessed value (\$35,000,000 annually) while bonds are outstanding, with citizen oversight/audits and all funds locally controlled?

The results of the Official Canvass conducted by this office are as follows:

**YES VOTES 58,241** 

NO VOTES 35.006

And that the conduct of the election and canvass of the ballots was in every respect in accordance with the election laws of the State of California.

Witness My Hand and Seal this 24th day of March, 2020.

COURTNEY BAILEY-KANELOS
REGISTRAR OF VOTERS
County of Sacramento
State of California



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1h

Meeting Date: May 7, 2020

**Subject: Approve Resolution No. 3130: Resolution Appointing Bond Oversight** 

Committee and Approving By-Laws and Guidelines for Conduct of the

Committee

	Information Item Only
$\times$	Approval on Consent Agenda
	Conference (for discussion only)
	Conference/First Reading
	Conference/Action
	Action
	Public Hearing

**Division:** Business Services

**Recommendation:** Approve Resolution No. 3130: Resolution Appointing Bond Oversight Committee and Approving By-Laws and Guidelines for Conduct of the Committee.

<u>Background/Rationale</u>: On March 3, 2020, District voters passed Measure H, a Proposition 39 general obligation bond election authorizing the issuance of \$750 million of general obligation bonds. Resolution No. 3130 establishes the Measure H Bond Oversight Committee ("BOC"), and appoints, as initial members, the current members of the BOC. Resolution No. 3130 adopts by-laws and guidelines for the appointment and operation of the BOC. The Administration will continue to recruit new members to add to the composition of the BOC and replace members as their terms expire.

Financial Considerations: None

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

# **Documents Attached:**

1. Resolution No. 3130

2. Sacramento City Unified School District Bond Oversight Committee By-Laws (Revised for Bond Measure H)

Estimated Time of Presentation: n/a

**Submitted by**: Rose Ramos, Chief Business Officer **Approved by**: Jorge A. Aguilar, Superintendent

# BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

## **RESOLUTION NO. 3130**

# RESOLUTION APPOINTING BOND OVERSIGHT COMMITTEE AND APPROVING BY-LAWS AND GUIDELINES FOR CONDUCT OF THE COMMITTEE

WHEREAS, this Board of Education (the "Board") of the Sacramento City Unified School District (the "District") duly called a school bond election (the "Election"), and the Election was conducted by the Registrar of Voters of the County of Sacramento (the "County") on March 3, 2020, on a measure authorizing the District to incur bonded indebtedness ("Measure H"); and

WHEREAS, the election was conducted pursuant to the provisions of Article XVI, Section 18(b) and Article XIIIA, Section 1(b)(3), and met all of the requirements for approval by a 55% affirmative vote of the votes cast at the election; and

WHEREAS, according to the official canvass and certification of election results provided to this Board by the Registrar of Voters of the County, at least 55% of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, by resolution duly adopted on May 7, 2020, this Board did declare, pursuant to Education Code Section 15274 and Elections Code 15400, that Measure H was approved by the requisite vote; and

WHEREAS, Education Code Section 15278(a) requires that upon declaration of the election results, this Board shall establish and appoint members to an independent citizens' oversight committee, all in accordance with Sections 15278 through 15282 of the Education Code; and

WHEREAS, the Superintendent of the District has publicized the need to appoint such a committee and the qualifications of the various members to be appointed thereto, has received applications from interested community members, has evaluated those applications, and has made a recommendation to this Board for initial appointment of members to the citizens' oversight committee; and

WHEREAS, in order to assist the citizens' oversight committee in conducting its affairs and effectively discharge its duties in accordance with the Education Code and Measure H, and to establish procedures to the extent necessary for appointment and operation of the oversight committee, this Board has determined to adopt a set of by-laws and guidelines for the committee, and a form thereof has been submitted to this meeting;

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, AS FOLLOWS:

- 1. All of the above recitals are true.
- 2. The Board hereby establishes the Measure H Bond Citizens' Oversight Committee, and appoints to the Citizens' Oversight Committee the persons listed in Exhibit A to this Resolution, to the specific respective positions listed in Exhibit A, as required by Section 15282(a) of the Education Code.
- 3. The Board hereby adopts the By-Laws and Guidelines for the Citizens' Oversight Committee presented to this meeting.

PASSED AND ADOPTED this 7<sup>th</sup> day of May, 2020, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	President of the Board of Education of the Sacramento City Unified School District
Attest:	
Secretary of the Board of Education of the	
Sacramento City Unified School District	

# **EXHIBIT A**

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT CITIZENS OVERSIGHT COMMITTEE

# **INITIAL APPOINTEES**

Michael Watanabe - Chair - District Parent

Lesley Taylor – District Parent

James C. Price – Active Member of Taxpayers' Organization

Alex Visaya Jr. - Senior Citizens' Organization Representative

Carol Davydova – Business and Community Representative

Colleen Megowan-Romanowicz – Business and Community Representative

Terrence Gladney – District Parent

Terra Bennett Brown – General Member

Brian Hill – General Member

# SECRETARY'S CERTIFICATE

I, Jorge A. Aguilar, Secretary, Board of Education of the Sacramento City Unified School District, County of Sacramento, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly held at the regular meeting place thereof on May 7, 2020, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present; and at that meeting the resolution was adopted by the following vote:

NOES:
ABSTAIN:
ABSENT:
An agenda of the meeting was posted at least 72 hours before said meeting at 5735 4th Avenue, Sacramento, California, a location freely accessible to members of the public, and a brief description of the resolution appeared on the agenda. A copy of the agenda is attached hereto.
I have carefully compared the same with the original minutes of the meeting on file and of record in my office. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.
WITNESS my hand this day of May, 2020.
Secretary of the Board of Education
Sacramento City Unified School District

**AYES:** 

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOND OVERSIGHT COMMITTEE BYLAWS (Revised for Bond Measure H)

The following bylaws are hereby adopted by the Bond Oversight Committee following approval of Sacramento City Unified School District Board of Education Resolution No. 3130:

- <u>Section 1</u>. <u>Committee Established</u>. Pursuant to Board of Education Resolution No. 3130, there is hereby established a citizens' oversight committee, hereinafter referred to as the Sacramento City Unified School District Bond Oversight Committee ("Bond Oversight Committee") for the purpose as set forth in section 3 below and to perform duties as set forth in section 4 below.
- Section 2. Membership. Membership shall be as appointed by the Board of Education pursuant to the categories and as otherwise set forth in Education Code section 15282. Terms of the members shall be for a period of two years from the date of appointment pursuant to Resolution No. 3130 and they shall serve without compensation as required by section 15282(a). Members shall not serve for more than three consecutive terms or six years pursuant to 15282(a). Additional members may be appointed by the Board of Education prior to the end of any current member's term.
- Section 3. Purpose. Pursuant to Education Code section 15278(b), the primary purpose of the newly established Bond Oversight Committee shall be to inform and advise the public and the Sacramento City Unified School District ("District") concerning the expenditure of bond revenues pursuant to bond measure H, approved on March 3, 2020, and the remaining bond revenues pursuant to bond measures Q and R (collectively, the "bond measures").
- <u>Section 4</u>. <u>Duties</u>. Pursuant to section 15278(b), the Bond Oversight Committee shall actively review and report on the proper expenditure of taxpayers' money for school construction. The Bond Oversight Committee shall advise the public as to whether the District is in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution as described in (1) below. The Bond Oversight Committee shall convene to provide oversight for, but not be limited to, the following in compliance with section 15278:
- (1) Ensuring that the revenues of the bond measures are expended only for the purposes described in paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution which limits expenditures for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, as more specifically described in the bond measures.
- (2) Ensuring that, as prohibited by subparagraph (A) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, no funds are used for any teacher or administrative salaries or other school operating expenses and in compliance with California Attorney General Opinion No. 04-110, Nov. 9, 2004 (87 Ops.Cal.Atty.Gen. 157).

- (3) In furtherance of its purpose as stated in section 15278, the Bond Oversight Committee may engage in any of the following activities:
  - (a) Receiving and reviewing copies of the annual, independent performance audit required by subparagraph (C) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution. Pursuant to Education Code section 15286, submission of the annual independent performance audit for the preceding fiscal year shall be made to the Bond Oversight Committee by March 31 of each year after bonds are issued and revenues received by the District.
  - (b) Receiving and reviewing copies of the annual, independent financial audit required by subparagraph (C) of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution. Pursuant to Education Code section 15286, submission of the annual independent performance audit for the preceding fiscal year shall be made to the Bond Oversight Committee by March 31 of each year after bonds are issued and revenues received by the District.
  - (c) Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution as described in section 4(1) above.
  - (d) Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the District, including any reports required by Education Code section 17584.1.
  - (e) Reviewing efforts by the District to maximize bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:
    - (1) Mechanisms designed to reduce the costs of professional fees.
    - (2) Mechanisms designed to reduce the costs of site preparation.
    - (3) Recommendations regarding the joint use of core facilities.
    - (4) Mechanisms designed to reduce costs by incorporating efficiencies in schoolsite design.
    - (5) Recommendations regarding the use of cost-effective and efficient reusable facility plans.

# <u>Section 5</u>. <u>Meetings of the Bond Oversight Committee</u>.

<u>Section 5.1.</u> <u>Meetings Open to the Public and Public Notice</u>. Pursuant to section 15280(b), all Bond Oversight Committee proceedings shall be open to the public. Notices to the public shall be provided pursuant to the notice requirements of the Ralph M. Brown Act (Gov. Code 54950 et seq., including 54954.2 and 54956).

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- <u>Section 5.2.</u> <u>Agenda Preparation</u>. The Chair shall prepare the meeting agenda with technical assistance as necessary as set forth in section 5.11. Any Bond Oversight Committee member may submit to the Chair, at least seven business days prior to the meeting, an agenda item that the Chair shall consider placing on the agenda for the next meeting. A majority of the Bond Oversight Committee shall have the right to add items to the meeting agenda in compliance with the Brown Act. All agenda items shall be within the subject matter jurisdiction of the Bond Oversight Committee pursuant to section 15278.
- <u>Section 5.3. Meeting Schedule</u>. The Bond Oversight Committee shall establish its meeting schedule. It is recommended that the Bond Oversight Committee generally meet on a quarterly basis.
- <u>Section 5.4.</u> <u>Quorum</u>. A quorum shall consist of a majority of the members of the Bond Oversight Committee.
- <u>Section 5.5.</u> <u>Meeting Procedure</u>. Meetings shall be conducted, unless otherwise determined by a majority of the Bond Oversight Committee at a meeting without revision to these bylaws, guided by the most recent version of Robert's Rules of Order.
- <u>Section 5.6.</u> <u>Location</u>. All meetings shall be held at the Serna Center, 5735 47th Avenue, Sacramento, California or such other site within the District agreed upon by the Bond Oversight Committee without cost to the District.
- <u>Section 5.7.</u> <u>Reports and Minutes</u>. The Bond Oversight Committee shall issue regular reports on the results of its activities. A report shall be issued at least once a year from the establishment of the Bond Oversight Committee. Minutes of the proceedings of the Bond Oversight Committee and all documents received and reports issued shall be a matter of public record and shall be made available on an Internet website maintained by the District.
- Section 5.8. Removal of Members; Vacancy. The Board of Education, upon recommendation of the Superintendent, may remove any Bond Oversight Committee member for cause, including failure to attend three consecutive Bond Oversight Committee meetings, or for failure to comply with the Bond Oversight Committee Ethics Policy described in Attachment A. A member shall no longer serve and shall be automatically disqualified pursuant to Education Code section 15282(b) if the member becomes an employee or official of the District or becomes a vendor, contractor, or consultant to the District.
- <u>Section 5.9.</u> <u>Subcommittees</u>. The Bond Oversight Committee may form subcommittees for a specific task and for a specific period of time. Any subcommittee shall report to the Bond Oversight Committee. The Chair, or his or her designee may serve as ex-officio member on any subcommittee. Subcommittee meetings shall be noticed and open to the public pursuant to section 5.1.
- <u>Section 5.10</u>. <u>Ethics; Conflicts of Interest</u>. By accepting appointment to the Bond Oversight Committee, each member agrees to comply with the Bond Oversight Committee Ethics Policy included as Attachment A to the Bylaws.
- <u>Section 5.11.</u> <u>Technical Assistance</u>. Pursuant to section 15280, the Board of Education shall, without expending bond funds, provide the Bond Oversight Committee with necessary technical assistance and shall provide administrative assistance in furtherance of its purpose and sufficient resources to publicize the conclusions of the Bond Oversight Committee.

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**Section 6**. **Officers**. The Bond Oversight Committee may elect, at any time, a Chair and a Vice Chair who shall carry out the duties and responsibilities as follows:

<u>Section 6.1.</u> <u>Duties of the Chair</u>. The Chair shall preside at all meetings of the Bond Oversight Committee and may sign letters, reports, or other communications on behalf of the Bond Oversight Committee. The Chair also serves as the spokesperson and representative to the Board of Education on behalf of the Bond Oversight Committee.

<u>Section 6.2.</u> <u>Duties of the Vice Chair</u>. The Vice-Chair shall assume the duties of the Chair in the absence of the Chair. The Vice-Chair shall also be responsible for such duties as may be assigned by the Chair.

**Section 6.3**. **Terms of Chair and Vice Chair**. The Chair and Vice Chair shall serve at the pleasure of the Bond Oversight Committee and may be selected or replaced at any time in the discretion of the majority of the members in a meeting at which a quorum is present and the matter is properly agendaed under the Brown Act.

<u>Section 7</u>. <u>Adoption and Amendment of Bylaws</u>. The Bond Oversight Committee shall adopt its own bylaws and may amend its bylaws by a majority vote of the Committee at which a quorum is present.

<u>Section 8.</u> <u>Termination of Committee</u>. The Bond Oversight Committee shall terminate upon completion of all duties pursuant to sections 15278 et seq. or unless superseded by a new Bond Oversight Committee formed by the Board of Education.

\* \* \* \*

·	adopted by a majority vote of the quorum of the
Bond Oversight Committee on theday of	, 2020.
Dated:	
Dru.	
By:	
Its: Chair	

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### ATTACHMENT A

# BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for Bond Oversight Committee members to follow carrying out their roles. Not all ethical issues that Bond Oversight Committee members face are covered in this Statement. However, this Statement describes some of the critical areas that help define ethical and professional conduct for Bond Oversight Committee members. Bond Oversight Committee members are expected to adhere to the provisions of this Ethics Policy Statement.

# **POLICY**

- CONFLICT OF INTEREST. A Bond Oversight Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the Bond Oversight Committee member's outside employment, business, or personal finances or benefit a family member, such as a spouse, child or parent. Pursuant to Education Code section 35233, Bond Oversight Committee members shall comply with Government Code sections 1090 et seq. and Government Code sections 1125 et seq.
- OUTSIDE EMPLOYMENT. A Bond Oversight Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Bond Oversight Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind.
- <u>COMMITMENT TO UPHOLD LAW</u>. A Bond Oversight Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education and Government Codes) and all other applicable policies of the Sacramento City Unified School District.
- <u>COMMITMENT TO DISTRICT</u>. A Bond Oversight Committee member shall place the interest of the District above any personal or business interest of the member.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1i

Meeting Date: May 7, 2020

**Subject:** Approve Resolution No. 3132: Designation for Applicant's Agent Resolution

for Non-State Agencies

	Information Item Only
$\boxtimes$	Approval on Consent Agenda
	Conference (for discussion only)
	Conference/First Reading
	Conference/Action
	Action
	Public Hearing

**Division:** Business Services

**Recommendation:** Approve Resolution No. 3132 Designation for Applicant's Agent Resolution for Non-State Agencies to apply for federal financial assistance for COVID-19 eligible expenditures.

<u>Background/Rationale</u>: The District is presenting Resolution No. 3132 for Board approval at the May 7, 2020 Board Meeting to apply as a Non-State Agency for the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act for COVID-19 eligible expenditures.

Financial Considerations: None

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

# **Documents Attached:**

1. Resolution No. 3132

Estimated Time of Presentation: N/A

**Submitted by**: Rose Ramos, Chief Business Officer **Approved by**: Jorge A. Aguilar, Superintendent

# DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE	E Board of Educati (Governing Body		Sacramento City Unified School District (Name of Applicant)
	(Governing Body	)	(Name of Applicant)
THAT _		r, Superintendent	, OR
	(Title of A	uthorized Agent)	
-	Rose Ramos, Ch	ief Business Officer	OR
	(Title of A	uthorized Agent)	
-			
	(Title of A	uthorized Agent)	
is hereby authorized to execute	for and on behalf of the		Unified School District , a public entity
established under the laws of the	e State of California, this appl		e of Applicant) ith the California Governor's Office of Emergency
Services for the purpose of obta	ining certain federal financial	assistance under Publ	ic Law 93-288 as amended by the Robert T. Stafford
Disaster Relief and Emergency	Assistance Act of 1988, and/o	or state financial assist	ance under the California Disaster Assistance Act.
THAT the Sacramento C	ity Unified School District	, a public en	tity established under the laws of the State of California,
	me of Applicant)	fine of Emangemay Co	rvices for all matters pertaining to such state disaster
assistance the assurances and ag		fice of Effergency Se	tyrces for an matters pertaining to such state disaster
Diam. d. d. d	1 1		
Please check the appropriate l	DOX DEIOW:		
This is a universal resolution	and is effective for all open a	nd future disasters up	to three (3) years following the date of approval below.
This is a disaster specific res	•	•	
I ms is a disaster specific res	oration and is effective for on	if disuster number(s)	
D 1 1	7th 1 c 1	Mov. 20.0	20
Passed and approved this	day of	, 20 <u>2</u>	
	Jessie Ryan, F	resident, Board of I	Education
		of Governing Body Rep	
	Christina Pritchett, 1	st Vice President. B	oard of Education
		of Governing Body Rep	
	(Name and Title	of Governing Body Rep	resentative)
	(	CERTIFICATION	
I, Jorge A. Aguilar (Nam		ly appointed and	Secretary of the Board of Education of
`	,	1.11	
Sacramento City Unified (Name of A		do nereby certify the	nat the above is a true and correct copy of a
Resolution passed and appro-		of Education rning Body)	of the <u>Sacramento City Unified School District</u> (Name of Applicant)
.1 7.1			(Name of Applicanc)
on the 7th	day of <u>May</u>	_, 20 <u>20</u> .	
	a		Secretary of the Board of Education
	Signature)		(Title)

#### **Cal OES Form 130 Instructions**

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body**: This is the group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant**: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent**: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

- 1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
- 2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative**: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

#### **Certification Section:**

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."



None

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1j

Meeting Date: May 7, 2020
<u>Subject</u> : Approve Staff Recommendations for Expulsion Re-entry of Expulsion #7, 2018-19, as Determined by the Board
☐ Information Item Only   ✓ Approval on Consent Agenda   ☐ Conference (for discussion only)   ☐ Conference/First Reading (Action Anticipated:)   ☐ Conference/Action   ☐ Action   ☐ Public Hearing
<u>Division</u> : Student Hearing and Placement Department
<b>Recommendation:</b> Approve staff recommendation for Re-entry of Expulsion #7, 2018-19.
Background/Rationale: None
Financial Considerations: None
LCAP Goal(s): College, Career and Life Ready Graduates
Documents Attached:

Estimated Time of Presentation: N/A

Submitted by: Doug Huscher, Assistant Superintendent, Student Support Services

Stephan Brown, Director II

Approved by: Jorge A. Aguilar, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1

Meeting Date: May 7, 2020
Subject: Business and Financial Information
<ul> <li>☐ Information Item Only</li> <li>☐ Approval on Consent Agenda</li> <li>☐ Conference (for discussion only)</li> <li>☐ Conference/First Reading (Action Anticipated:)</li> <li>☐ Conference/Action</li> <li>☐ Action</li> <li>☐ Public Hearing</li> </ul>
<u>Division</u> : Business Services
Recommendation: Receive business and financial information.
<ul> <li>Background/Rationale:</li> <li>Purchase Order Board Report for the Period of February 15, 2020 through March 14 2020</li> <li>Enrollment and Attendance Report for Month 7 Ending March 20, 2020</li> </ul>
Financial Considerations: Reflects standard business information.
LCAP Goal(s): Family and Community Empowerment; Operational Excellence
<ul> <li><u>Documents Attached:</u></li> <li>1. Purchase Order Board Report for the Period of February 15, 2020 through March 14, 2020</li> <li>2. Enrollment and Attendance Report for Month 7 Ending March 20, 2020</li> </ul>

Estimated Time: N/A

**Submitted by**: Rose Ramos, Chief Business Officer **Approved by**: Jorge A. Aguilar, Superintendent

PO Number	Vendor Name	Description	Location	Fund	Account Amount
320-00761	GREEN ACRES NURSERY & SUPPLY	SUPPLIES FOR AGRICULTURE PROGRAM @ BURBANK	CAREER & TECHNICAL PREPARATION	01	1,200.00
B20-00766	THE HOME DEPOT PRO	HOME DEPOT BLANKET PO 2019-20	AMERICAN LEGION HIGH SCHOOL	01	500.00
B20-00767	SIGNATURE REPROGRAPHICS	VARIOUS BLUEPRINTING SERVICES	FACILITIES SUPPORT SERVICES	01	400.00
B20-00768	Smog Mart, Inc.	CARBORATOR REPAIR & SMOGS LABOR	TRANSPORTATION SERVICES	01	2,000.00
B20-00769	TIFFANY SHELLEY	FEDERAL PROPORTIONMENT SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B20-00770	ABBIE or STEVE WERTHEIM	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B20-00771	PRECISION LETTERPRESS INC	Overflow Printing & Bindery Services	CENTRAL PRINTING SERVICES	01	1,087.50
B20-00772	MATTERHACKERS INC	SUPPLIES FOR MANUFACTURING AND DESIGN-JFK- GREENE	CAREER & TECHNICAL PREPARATION	01	1,500.00
B20-00773	PEPSICO INC	TO PURCHASE BEVERAGES FOR THE 2019-20 SY	NUTRITION SERVICES DEPARTMENT	13	30,000.00
B20-00774	SIGNATURE GRAPHICS	0495-417 WILL C WOOD IRR-BLUEPRINTING SERV	FACILITIES SUPPORT SERVICES	21	200.00
B20-00775	JAMES LYDA	EXTENDED SETTLEMENT OAH 2017031156	SPECIAL EDUCATION DEPARTMENT	01	16,600.00
B20-00776	FOLLETT SCHOOL SOLUTIONS	SUPP'L LIB SUPPLIES TO SUPPORT/ENHANCE CURRICULUM	C. K. McCLATCHY HIGH SCHOOL	01	2,000.00
B20-00777	THE SAFE + FAIR FOOD CO LLC db a SKEETER SNACKS LLC	CINNAMON GRANOLA FOR 2019-2020 SY	NUTRITION SERVICES DEPARTMENT	13	17,418.24
B20-00778	LITEHOUSE INC	SALAD DRESSING FOR THE 2019-20 SY	NUTRITION SERVICES DEPARTMENT	13	18,024.00
B20-00779	HIGHLAND BEEFALO FARMS, INC	HONEY PEPPERED STICKS FOR THE 2019-20 SY	NUTRITION SERVICES DEPARTMENT	13	40,000.00
B20-00780	DANONE US, INC	YOGURT SMOOTHIES FOR NSLP	NUTRITION SERVICES DEPARTMENT	13	15,000.00
B20-00781	SMITHFIELD PACKAGED MEATS SALE S CORP	PORK PRODUCTS FOR 2019-20 SY	NUTRITION SERVICES DEPARTMENT	13	25,000.00
B20-00782	THE POPCORN MAN	CHEESE WHEELS FOR PURCHASE DURING THE 2019-20 SY	NUTRITION SERVICES DEPARTMENT	13	24,192.00
B20-00783	SHRUTI & SANDEEP GADHOK	FEDERAL PROPORTIONATE SHARE	SPECIAL EDUCATION DEPARTMENT	01	1,380.22
B20-00784	CARMAZZI GLOBAL SOLUTIONS	LANGUAGE INTERPRETING FOR IEP	SPECIAL EDUCATION DEPARTMENT	01	7,500.00
CHB20-00414	SCUSD - PAPER USAGE	SERNA PAPER USAGE	FOSTER YOUTH SERVICES PROGRAM	01	400.00
CHB20-00415	SCUSD - RAY MORGAN CO	SERNA COPIER USAGE	FOSTER YOUTH SERVICES PROGRAM	01	500.00
CHB20-00416	SCUSD - RAY MORGAN CO	COPIER USAGE	SUCCESS ACADEMY	01	2,150.00

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB20-00417		SERNA PAPER USAGE		01	400.00
			ACCOUNTING SERVICES DEPARTMENT		
HB20-00418	OFFICE DEPOT	IET SUPPLIES- OFFICE DEPOT (113902)	NEW SKILLS & BUSINESS ED. CTR	11	1,885.00
HB20-00419	OFFICE DEPOT	OFFICE DEPOT 2019-20 SUPPLIES	JOHN MORSE THERAPEUTIC	01	500.00
CHB20-00420	SCUSD - RAY MORGAN CO	SERNA COPIER USAGE	STRATEGY & CONTINOUS IMPRVMNT	01	2,000.00
CHB20-00421	SCUSD - PAPER USAGE	SERNA PAPER USAGE	STRATEGY & CONTINOUS IMPRVMNT	01	1,000.00
CHB20-00422	SCUSD - PAPER USAGE	C&I Paper B/O	ACADEMIC OFFICE	01	2,000.00
CHB20-00423	OFFICE DEPOT	DLE CLASSROOM SUPPLIES OFFICE DEPOT	CESAR CHAVEZ INTERMEDIATE	01	1,000.00
CHB20-00424	SCUSD - PAPER USAGE	PAPER USAGE	CAREER & TECHNICAL PREPARATION	01	700.00
CHB20-00425	SCUSD - RAY MORGAN CO	COPIER RENTAL & USAGE FOR CAREER READINESS	CAREER & TECHNICAL PREPARATION	01	2,000.00
CHB20-00426	RAY MORGAN/SCUSD	SCHOOL WIDE CANON COPIER RENTAL 2019/2020	OAK RIDGE ELEMENTARY SCHOOL	01	10,000.00
HB20-00427	SCUSD - PAPER USAGE	SERNA PAPER USAGE	SPECIAL EDUCATION DEPARTMENT	01	3,800.00
CS20-00319	CALIFORNIA LEARNING CENTERS	AGENCY TUTORING PER IEP AGREEMENT	SPECIAL EDUCATION DEPARTMENT	01	2,700.00
CS20-00320	SACRAMENTO THEATRE CO c/o EDUC ATION PROGRAM	STC SCHOOL OF THE ARTS	JOHN D SLOAT BASIC ELEMENTARY	01	10,000.00
CS20-00321	MELISSA LEAL	AIEP SERVICE AGREEMENT M LEAL	INDIAN EDUCATON	01	15,000.00
CS20-00322	UNITED COLLEGE ACTION NETWORK INC	UCAN	CONTINOUS IMPRVMNT & ACCNTBLTY	01	35,000.00
CS20-00323	DR. GERALD SVEDLOW	OT/PT REVIEW	SPECIAL EDUCATION DEPARTMENT	01	20,000.00
CS20-00324	CHRISTOPHER ROBINSON 4YOUREPIP HANY FOUNDATION	TUPE Supplemental Provider Contract (4YE)	FOSTER YOUTH SERVICES PROGRAM	01	8,500.00
CS20-00325	PAMELA TAYLOR	INDEPENDENT EVAL 2019-2020	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
CS20-00326	MARZANO RESEARCH LABORATORY	Title II St. Robert Formative Assessment	CONSOLIDATED PROGRAMS	01	3,000.00
CS20-00327	FAIRYTALE TOWN	BARNYARD IN THE CLASSROOM	JOHN D SLOAT BASIC ELEMENTARY	01	200.00
CS20-00329	STUDIOS FOR THE PERFORMING ART S OPERATING CO	2019-20 SUPPLEMENTAL PROVIDER	YOUTH DEVELOPMENT	01	4,800.00
CS20-00330	RT FISHER EDUCATIONAL ENT INC	R.T. FISHER EDUCATIONAL ENTEPRISES, INC.	CONTINOUS IMPRVMNT & ACCNTBLTY	01	40,000.00
CS20-00331	EATON INTERPRETING SERVICES	INTERPRETER PARENT-TEACHER CONF DEC 10, 2019	CAMELLIA BASIC ELEMENTARY	01	114.00
CS20-00332	PHIL TULGA	Journey through the Mind Assemby#200207	MARK TWAIN ELEMENTARY SCHOOL	01	725.00

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amou
CS20-00333	NEWSELA INC	SUBSCRIPTION FOR SUPPLEMENTAL CURRICULUM FOR ELA	CAPITAL CITY SCHOOL	01	750.0
CS20-00334	MAD SCIENCE OF SACRAMENTO VALL EY	MAD SCIENCE EVENT	PARKWAY ELEMENTARY SCHOOL	01	795.0
CS20-00335	MOBILE ED PRODUCTIONS INC	St. Mary Title IV STEAM Arcade Portable Museum	CONSOLIDATED PROGRAMS	01	995.0
CS20-00336	GLORIA MELCHOR DBA GLORIA'S IN TERPRETING SVCS	INTERPRETERS PARENT-TEACH CONF, OCT-DEC 2019	CAMELLIA BASIC ELEMENTARY	01	1,235.0
CS20-00337	MCCOLGAN & ASSOCIATES INC	AT INDEPENDED EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	3,500.0
CS20-00338	LEON WILLIS JR dba SLEDGEHAMME R GRAFFIX	SATURDAY ACADEMY ART ENRICHMENT CONTRACT	OAK RIDGE ELEMENTARY SCHOOL	01	4,000.0
CS20-00339	NATASHA LIMONES	INDEPENDENT EDUCATIONAL EVALUATION	SPECIAL EDUCATION DEPARTMENT	01	6,500.0
CS20-00340	TVEYES INC	TVEYES RENEWAL - 3 YEARS	COMMUNICATIONS OFFICE	01	7,200.0
CS20-00341	FRANKLIN COVEY CLIENT SALES	FRANKLIN COVEY SERVICE AGREEMENT/ LEADER IN ME	SUTTERVILLE ELEMENTARY SCHOOL	01	7,500.0
CS20-00342	CLARK & SULLIVAN CONSTRUCTION	0530-416 LUTHER BURBANK CORE-PRECON SERVICES	FACILITIES SUPPORT SERVICES	21	30,000.0
CS20-00343	SACRAMENTO METROPOLITAN OFFICI ALS ASSOCIATION	INTRAMURAL SPORTS REFEREES	EQUITY, ACCESS & EXCELLENCE	01	12,712.0
P20-00868	RISO PRODUCTS OF SACRAMENTO	RISO AGREEMENT RZ220 19-20	LEONARDO da VINCI ELEMENTARY	01	425.0
P20-01241	CDW GOVERNMENT	PRINTER FOR PRINCIPAL'S OFFICE	PONY EXPRESS ELEMENTARY SCHOOL	01	546.0
P20-01762	DESIGN SCIENCE	MATH SITE LICENSE (**invoice same as R19-00933?)	HIRAM W. JOHNSON HIGH SCHOOL	01	215.7
P20-01799	GBC GENERAL BINDING CORP	NEW LAMINATOR	ELDER CREEK ELEMENTARY SCHOOL	01	2,111.6
P20-01939	Engineer Supply Inc.	MATERIALS FOR PLANS ROOM - FACILITIES	FACILITIES MAINTENANCE	01	7,068.4
P20-02039	AMAZON CAPITAL SERVICES	USB ADAPTERS	HIRAM W. JOHNSON HIGH SCHOOL	01	271.9
P20-02081	AMAZON CAPITAL SERVICES	BOOK - MH SELF CARE	INTEGRATED COMMUNITY SERVICES	01	36.3
P20-02082	AMAZON CAPITAL SERVICES	NON LI AT ITEMS (MULTIPLE STUDENTS)	SPECIAL EDUCATION DEPARTMENT	01	278.1
P20-02083	AMAZON CAPITAL SERVICES	Charger replacement for Stephanie Lee	ACADEMIC OFFICE	01	52.1
P20-02084	AMAZON CAPITAL SERVICES	STANCHIONS POSTS	HIRAM W. JOHNSON HIGH SCHOOL	01	413.9
P20-02099	AMAZON CAPITAL SERVICES	Signing Naturally: Student Workbook, Unites 1-6	THE MET	09	92.3
P20-02100	AMAZON CAPITAL SERVICES	MINI ADAPTERS FOR CLASSROOMS	SUTTER MIDDLE SCHOOL	01	63.4

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amou
P20-02169	AMAZON CAPITAL SERVICES	SUPPLEMENTAL MATERIALS PE	ALBERT EINSTEIN MIDDLE SCHOOL	01	516.8
P20-02205	AMAZON CAPITAL SERVICES	LAPTOP BAGS/CHARGERS	SPECIAL EDUCATION DEPARTMENT	01	323.8
P20-02206	AMAZON CAPITAL SERVICES	SUPPLEMENTAL CLASSROM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	103.0
P20-02207	AMAZON CAPITAL SERVICES	UNITED STATES FLAG HEAVY DUTY	JAMES W MARSHALL ELEMENTARY	01	40.1
P20-02220	AMAZON CAPITAL SERVICES	PURCHASING SUPPLIES FOR OUR STUDENT TIME OUT ROOM	ISADOR COHEN ELEMENTARY SCHOOL	01	1,310.5
P20-02221	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	THEODORE JUDAH ELEMENTARY	01	792.4
P20-02222	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	HUBERT H BANCROFT ELEMENTARY	01	797.4
P20-02223	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	PARKWAY ELEMENTARY SCHOOL	01	984.2
P20-02224	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	KIT CARSON INTL ACADEMY	01	563.3
P20-02225	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	WILLIAM LAND ELEMENTARY	01	979.2
P20-02226	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	PONY EXPRESS ELEMENTARY SCHOOL	01	799.8
P20-02227	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	1,210.0
P20-02228	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	185.8
P20-02229	HI LINE ELECTRIC CO	OUTLET PARTS/MATERIALS	WEST CAMPUS	01	491.4
P20-02230	SEAQUEST FOLSOM LLC	SEAQUEST	LEATAATA FLOYD ELEMENTARY	01	227.2
P20-02231	CENTER FOR THE COLLABORATIVE C LASSROOM	SIPPS 2020	EDWARD KEMBLE ELEMENTARY	01	13,915.6
P20-02232	PASCO SCIENTIFIC INC	PASCO LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	877.3
P20-02233	WARDS NATURAL SCIENCE ESTABLIS HMENT INC	LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	500.5
P20-02234	ARBOR SCIENTIFIC	LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	290.5
P20-02235	NILES BIOLOGICAL	BIO LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	644.2
P20-02236	NASCO	LAB SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	4,476.3
P20-02237	OFFICE DEPOT	DRY ERASE MOBILE WHITEBOARD -FOR SP. STUDENT-JC	CAREER & TECHNICAL PREPARATION	01	489.
P20-02238	REALITYWORKS INC	CHILD DEVELOP. R. GONZALEZ-REALCARE BABY/SUPPLIES	CAREER & TECHNICAL PREPARATION	01	1,579.9

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amoun
P20-02239	SCUSD - US BANK CAL CARD	LIBRARY BOOKS	LUTHER BURBANK HIGH SCHOOL	01	292.86
P20-02240	OPTIMA INC dba MYWHITEBOARDS.C OM	MAP RAILS FOR PUBS	SUTTER MIDDLE SCHOOL	01	197.95
P20-02241	SCUSD - US BANK CAL CARD	LOW INCIDENCE ASSIST TECH (T.H)	SPECIAL EDUCATION DEPARTMENT	01	58.49
P20-02242	DELTA WIRELESS INC	DELTA WIRELESS BATTERIES WT	WOODBINE ELEMENTARY SCHOOL	01	140.41
P20-02243	DELTA WIRELESS INC	REPLACEMENT RADIO PARTS	SUTTER MIDDLE SCHOOL	01	137.04
P20-02244	ALL WEST COACHLINES INC	GEOLOGY FIELD TRIP	ROSEMONT HIGH SCHOOL	01	2,967.80
P20-02245	AMADOR STAGE LINES INC	BUS TRANSPORTATION AMADOR	WOODBINE ELEMENTARY SCHOOL	01	688.20
P20-02246	CDW GOVERNMENT	PRINTER FOR ROOM 23	CALEB GREENWOOD ELEMENTARY	01	89.73
P20-02247	MICHAEL'S TRANSPORTATION	SIG - CHARTER BUS TO YOSEMITE - 5TH GRADE	H.W. HARKNESS ELEMENTARY	01	739.00
P20-02248	FLINN SCIENTIFIC INC	HMS ACADEMY	HIRAM W. JOHNSON HIGH SCHOOL	01	5,034.00
P20-02249	LUX BUS AMERICA CO	CHARTER BUS F/T 3/17/2020	O. W. ERLEWINE ELEMENTARY	01	1,630.00
P20-02250	FLINN SCIENTIFIC INC	CLASSROOM SUPPLIES	ROSEMONT HIGH SCHOOL	01	485.09
P20-02251	LUX BUS AMERICA CO	ATHLETIC TRANSPORTATION	ROSEMONT HIGH SCHOOL	01	1,904.00
P20-02252	SCHOOL DATEBOOKS, INC	STUDENT PLANNERS	DAVID LUBIN ELEMENTARY SCHOOL	01	733.14
P20-02253	NORTHSTAR AV	ELPLP67 BULBS FOR CLASSROOM PROJECTORS	AMERICAN LEGION HIGH SCHOOL	01	189.23
P20-02254	WARDS NATURAL SCIENCE ESTABLIS HMENT INC	CLASSROOM SUPPLIES	ROSEMONT HIGH SCHOOL	01	2,321.86
P20-02255	EAST BAY RESTAURANT	CENTRAL KITCHEN SMALLWARES	NUTRITION SERVICES DEPARTMENT	13	36,353.09
P20-02256	IDN GLOBAL INC IDN WILCO	KEY MANAGEMENT CABINET AND CARD READER	FACILITIES MAINTENANCE	01	59,545.85
P20-02257	VICTORY TROPHIES	INTAMURAL SPORTS PROGRAM SITE TROPHIES	EQUITY, ACCESS & EXCELLENCE	01	1,442.03
P20-02258	JOSTENS INC	CLASS OF 2020 DIPLOMAS AND COVERS	KIT CARSON INTL ACADEMY	01	288.94
P20-02259	CDW GOVERNMENT	LTS Department Laptop	LIBRARY SERVICES	01	1,087.65
P20-02260	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-AM WINN	FACILITIES SUPPORT SERVICES	21	58,606.81
P20-02261	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-ABE LINC	FACILITIES SUPPORT SERVICES	21	34,045.54
P20-02262	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-CA MONT	FACILITIES SUPPORT SERVICES	21	40,724.25
P20-02263	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-GEMPIRE	FACILITIES SUPPORT SERVICES	21	36,667.84
P20-02264	VICTORY TROPHIES	VICTORY TROPHIES INVOICE #20905	PACIFIC ELEMENTARY SCHOOL	01	67.97
P20-02265	SILK SCREEN PRO	SILK SCREEN PRO INVOICES TO PAY	PACIFIC ELEMENTARY SCHOOL	01	847.90

See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amoun
P20-02266	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-HBANCROFT	FACILITIES SUPPORT SERVICES	21	54,556.87
P20-02267	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-ICOHEN	FACILITIES SUPPORT SERVICES	21	36,866.06
P20-02268	CHIO SAEPHANH	CONFIRMING COMPLETED ORDER - FEES	LUTHER BURBANK HIGH SCHOOL	01	1,160.00
P20-02269	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-JMARSHALL	FACILITIES SUPPORT SERVICES	21	48,449.80
P20-02270	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-OWERLEWINE	FACILITIES SUPPORT SERVICES	21	35,524.20
P20-02271	ICU TECHNOLOGIES	0437 DOOR SECURITY AT 9 E. AREA SCHOOLS-SEQUOIA	FACILITIES SUPPORT SERVICES	21	15,550.48
P20-02272	MIKE ORVEDAHL	REIMBURSEMENT FOR MIKE ORVEDAHL FOR SCHOLASTIC	ETHEL I. BAKER ELEMENTARY	01	534.44
P20-02273	ALPHA FIRED ARTS	KILN REPAIR	LUTHER BURBANK HIGH SCHOOL	01	266.68
P20-02274	JM ENVIRONMENTAL INC	0284-416 LISBON DRY ROT-TEMP SECURITY BARRIERS	FACILITIES SUPPORT SERVICES	21	2,900.00
P20-02275	WORLD OF GOOD TASTES INC LA BO U ACCT #SAC023	La Bou Jan 15 2020 SEL	ACADEMIC OFFICE	01	328.91
P20-02276	JAEWON and JASEN JUN	OAH 2019080613 REIMBURSEMENT #3	SPECIAL EDUCATION DEPARTMENT	01	27,986.39
P20-02277	XENITH LLC	FOOTBALL HELMET & SHOULDER PADS	HIRAM W. JOHNSON HIGH SCHOOL	01	12,680.63
P20-02278	CALIFORNIA DEPARTMENT OF TAX A ND FEE ADMINISTRATION	HAZARDOUS WASTE GENERATOR FEES 2019	RISK MANAGEMENT	01	5,261.00
P20-02279	BRIAN MITCHELL	REIMBURSEMENT FOR DEPOSIT ON HAMILTON TICKETS	SUTTER MIDDLE SCHOOL	01	1,120.00
P20-02280	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	SWIMMING POOL PERMIT	LUTHER BURBANK HIGH SCHOOL	01	490.00
P20-02281	COLLEGE GREENS SWIM AND RACQUE T CLUB	END-OF-YEAR CELEBRATION TO CABANA CLUB 18-19	CALEB GREENWOOD ELEMENTARY	01	460.00
P20-02282	ACCREDITING COMMISSION FOR SCH OOLS, WASC	FEES FOR WASC	CAPITAL CITY SCHOOL	01	700.00
P20-02283	REFRIGERATION SUPPLIES DIST	EMS CONTROLLER FOR THE MET	FACILITIES MAINTENANCE	01	7,496.92
P20-02284	GOPHER SPORT	AD GOPHER PE	WOODBINE ELEMENTARY SCHOOL	01	1,505.23
P20-02285	POSITIVE PROMOTIONS INC	STUDENT ATTENDANCE AWARDS	JOHN D SLOAT BASIC ELEMENTARY	01	892.73
P20-02286	BOOKS EN MORE	READING SUCCESS	PARKWAY ELEMENTARY SCHOOL	01	1,583.93

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO					Account
Number	Vendor Name	Description	Location	Fund	Amount
P20-02287	JUDY YIMITING WONG dba TOPS PE N CO	SPIRIT WEAR	PARKWAY ELEMENTARY SCHOOL	01	1,227.20
P20-02288	LAKESHORE LEARNING MATERIALS	BRAUCH TEACHER CLASSROOM SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	418.57
P20-02289	LAKESHORE LEARNING MATERIALS	XIONG TEACHER CLASSROOM SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	152.05
P20-02290	IXL LEARNING INC	IXL ONLINE MATH AND ELA SUPPORT	OAK RIDGE ELEMENTARY SCHOOL	01	719.00
P20-02291	OFFICE DEPOT	LIGI TEACHER CLASSROOM SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	187.71
P20-02292	AMAZON CAPITAL SERVICES	USB C TO VGA ADAPTER	PARKWAY ELEMENTARY SCHOOL	01	35.52
P20-02293	AMAZON CAPITAL SERVICES	GARDEN SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	680.67
P20-02294	CDW GOVERNMENT	0844-428 TRANSPORTATION NEW BLDG TECH	TRANSPORTATION SERVICES	21	40,867.78
P20-02295	LAKESHORE LEARNING MATERIALS	SIG - BOOK BINS & BOOK STORAGE, 3RD GRADE	H.W. HARKNESS ELEMENTARY	01	826.63
P20-02296	LAKESHORE LEARNING MATERIALS	SIG - MATERIALS FOR 2ND GRADE / MARTINEZ	H.W. HARKNESS ELEMENTARY	01	404.28
P20-02297	LAKESHORE LEARNING MATERIALS	SIG - MATERIALS FOR 3RD GRADE, MS. ELDRED	H.W. HARKNESS ELEMENTARY	01	431.83
P20-02298	LAKESHORE LEARNING MATERIALS	SIG - MATERIALS FOR MS. KING'S CLASS	H.W. HARKNESS ELEMENTARY	01	824.42
P20-02299	LAKESHORE LEARNING MATERIALS	SIG - READ-ALONG BOOKS FOR EARLY KINDER	H.W. HARKNESS ELEMENTARY	01	272.22
P20-02300	LEARNING RESOURCES INC & EDUCA TIONAL INSIGHTS	SIG - MATERIALS FOR KINDER/ MS. SAMUELS' CLASS	H.W. HARKNESS ELEMENTARY	01	187.61
P20-02301	CASCADE ROCK INC	FIELD DIRT	WEST CAMPUS	01	1,037.48
P20-02302	RISO PRODUCTS OF SACRAMENTO	SIG - RISO RENEWAL MAINTENANCE AGREEMENT	H.W. HARKNESS ELEMENTARY	01	102.00
P20-02303	RISO PRODUCTS OF SACRAMENTO	RISO EZ220 MAINTENACE CONTRACT	HIRAM W. JOHNSON HIGH SCHOOL	01	452.00
P20-02304	RISO PRODUCTS OF SACRAMENTO	RISO CONTRACT	WOODBINE ELEMENTARY SCHOOL	01	100.00
P20-02305	OFFICE DEPOT	5 CASES OF PAPER FOR CJA PROGRAM	JOHN F. KENNEDY HIGH SCHOOL	01	164.59
P20-02306	GOPHER SPORT	PLAYGROUND EQUIPMENT	H.W. HARKNESS ELEMENTARY	01	423.18
P20-02307	MERCHBRO INC	WRISTBANDS FOR THE JFK 2020 GRADUATION	JOHN F. KENNEDY HIGH SCHOOL	01	1,011.50
P20-02308	KAPLAN EARLY LEARNING CO	SIG - MATERIALS FOR EARLY KINDER CLASS	H.W. HARKNESS ELEMENTARY	01	273.24
P20-02309	REALLY GOOD STUFF	TEACHER CLASSROOM SUPPLIES ROOM 5	JOHN D SLOAT BASIC ELEMENTARY	01	189.16
P20-02310	CDW GOVERNMENT	AT ORDER -STUDENT CHROMEBOOK (MULTIPLE STUDENTS)	SPECIAL EDUCATION DEPARTMENT	01	3,169.73

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amoun
P20-02311	AMAZON CAPITAL SERVICES	SIG - DRY ERASE BOARDS & BOOKS	H.W. HARKNESS ELEMENTARY	01	122.16
P20-02312	FAIRYTALE TOWN	SIG - FAIRYTALE TOWN ON 4/03/20	H.W. HARKNESS ELEMENTARY	01	64.00
P20-02313	WORLD OF WONDERS SCIENCE MUSEU M	WOW FIELD STUDY TRIPS	JOHN D SLOAT BASIC ELEMENTARY	01	290.00
P20-02314	B STREET THEATRE	SIG - FIELD TRIP / B ST. THEATRE ON 4/23/20	H.W. HARKNESS ELEMENTARY	01	679.00
P20-02315	916 INK	SIG - 916INK FIELD TRIPS ON 4/20/20 AND 4/27/20	H.W. HARKNESS ELEMENTARY	01	1,800.00
P20-02316	POWERHOUSE SCIENCE CENTER DISC OVERY CAMPUS	POWERHOUSE-HUGHES	PARKWAY ELEMENTARY SCHOOL	01	580.00
P20-02317	SCUSD - US BANK CAL CARD	SIG - IMAX ON 5/29/20 , KINDERGARTEN	H.W. HARKNESS ELEMENTARY	01	392.00
P20-02318	SCUSD - US BANK CAL CARD	SIG - IMAX ON 3/09/2020, 3RD GRADE	H.W. HARKNESS ELEMENTARY	01	392.00
P20-02319	RISO PRODUCTS OF SACRAMENTO	RISO SUPPLIES	CROCKER/RIVERSIDE ELEMENTARY	01	478.50
P20-02320	RENAISSANCE LEARNING INC	ACCELERATED READING PROGRAM GRADES 2-6 BILINGUAL	PETER BURNETT ELEMENTARY	01	3,200.00
P20-02321	SCUSD - US BANK CAL CARD	Feb US BankStatement	MULTILINGUAL EDUCATION DEPT.	01	751.44
P20-02322	EXCEL INTERPRETING SERVICES	Excel Interpreting & Translating	MULTILINGUAL EDUCATION DEPT.	01	662.40
P20-02323	AMADOR STAGE LINES INC	BUS TO SANTA CRUZ - SENIOR TRIP 6/5/20	ENGINEERING AND SCIENCES HS	01	2,145.32
P20-02325	LIGHTSPEED TECHNOLOGIES INC	ADAPTIVE TECHNOLOGY FOR 504 STUDENTS - AUDIO	HEALTH SERVICES	01	3,752.63
P20-02326	WORLDPOINT ECC INC	CPR TRAINING FEEDBACK DEVICE	HEALTH SERVICES	01	49.44
P20-02327	AMAZON CAPITAL SERVICES	HOME ECONOMIC SUPPLIES FOR ENA WILLIAMS 2019-2020	JOHN H. STILL - K-8	01	1,886.49
P20-02328	FOLLETT SCHOOL SOLUTIONS	MENTAL HEALTH BOOKS FOR LIBRARY	FERN BACON MIDDLE SCHOOL	01	568.55
P20-02329	SCHOOL SPECIALTY EDUCATION DAN A MCADAMS TERRITORY MGR	STUDENT ADMIT	CESAR CHAVEZ INTERMEDIATE	01	79.08
P20-02330	EPIC SPORTS INC	PE SOCCER/BASKETBALL SUPPLIES FOR STUDENT	ALBERT EINSTEIN MIDDLE SCHOOL	01	471.60
P20-02331	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	MARK TWAIN ELEMENTARY SCHOOL	01	643.53
P20-02332	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	ETHEL PHILLIPS ELEMENTARY	01	962.15
P20-02333	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	GOLDEN EMPIRE ELEMENTARY	01	807.67
P20-02334	ALL WEST COACHLINES INC	BUS TRANSPORTATION FOR	JOHN F. KENNEDY HIGH	01	1,379.80

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amoun
P20-02335	ALL WEST COACHLINES INC	TRANSPORTATION INVOICE FOR CJA	JOHN F. KENNEDY HIGH SCHOOL	01	1,207.50
P20-02337	CMS ATHLETICS	2019-2020 SOCCER LEAGUE REGISTRATION FEE	GENEVIEVE DIDION ELEMENTARY	01	1,700.00
P20-02338	OFFICE DEPOT	PAPER FOR CJA PROGRAM	JOHN F. KENNEDY HIGH SCHOOL	01	152.20
P20-02340	REFRIGERATION SUPPLIES DIST	BOILERS FOR EINSTEIN, ROSA PARKS, & FERN BACON	FACILITIES MAINTENANCE	01	18,451.05
P20-02341	AMERICAN CHILLER SERV INC	CHILLER ANNUALS - LUTHER BURBANK	FACILITIES MAINTENANCE	01	7,320.00
P20-02342	WRIGHT CELEBRATIONS!	EQUIPMENT RENTAL FOR 2020 PROMOTION	FERN BACON MIDDLE SCHOOL	01	2,559.30
P20-02343	ANIXTER INC	EXTERIOR LOCKS FOR VARIOUS SCHOOLS	FACILITIES MAINTENANCE	01	10,297.54
P20-02344	REFRIGERATION SUPPLIES DIST	VFD FOR SACRAMENTO HIGH	FACILITIES MAINTENANCE	01	7,046.13
P20-02345	CDW GOVERNMENT	Chromebooks, Charging Carts & MIsc. Fees	GENEVIEVE DIDION ELEMENTARY	01	46,091.90
P20-02346	GOPHER SPORT	LOCKS FOR LOCKERS	ROSA PARKS MIDDLE SCHOOL	01	569.65
P20-02347	GOPHER SPORT	PE SUJPPLIES	PONY EXPRESS ELEMENTARY SCHOOL	01	480.45
P20-02348	FOLLETT SCHOOL SOLUTIONS	Crocker/Riverside Fall 2019 Library	LIBRARY SERVICES	01	5,448.16
P20-02349	GRAPHIC PRODUCTS INC	BIO/SPAN DEPTS COLD LAMINATE	KIT CARSON INTL ACADEMY	01	623.70
P20-02350	APPERSON INC	CLASSROOM INSTRUCTIONAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	595.96
P20-02351	ASSOCIATION OF THREAT ASSESSME NT PROFESSIONALS	ATAP MEMBERSHIP	SAFE SCHOOLS OFFICE	01	215.00
P20-02352	FOLLETT SCHOOL SOLUTIONS	LTS Professional Library order	LIBRARY SERVICES	01	4,638.77
P20-02353	EASTBAY INC	BASEBALL UNIFORM	LUTHER BURBANK HIGH SCHOOL	01	617.25
P20-02354	FOLLETT SCHOOL SOLUTIONS	LIBRARY BOOKS - READING RESOURCE	LUTHER BURBANK HIGH SCHOOL	01	1,260.59
P20-02355	DELTA WIRELESS INC	TWO WAY RADIOS/SAFETY	JOHN D SLOAT BASIC ELEMENTARY	01	1,419.44
P20-02356	OFFICE DEPOT	SCHOOL CLASS INFO STORAGE	CAROLINE WENZEL ELEMENTARY	01	234.89
P20-02357	OFFICE DEPOT	PURCHASE TABLES SCHOOL	CAROLINE WENZEL ELEMENTARY	01	194.97
P20-02358	ORIENTAL TRADING CO	SEL INCENTIVE REWARDS	OAK RIDGE ELEMENTARY SCHOOL	01	554.27
P20-02359	OFFICE DEPOT	CALCULATOR FOR MATH CLASS	ROSEMONT HIGH SCHOOL	01	364.20
P20-02360	RISO PRODUCTS OF SACRAMENTO	RISO INV#203484	NICHOLAS ELEMENTARY SCHOOL	01	100.00

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amoun
P20-02361	RISO PRODUCTS OF SACRAMENTO	TEACHER RESOURCE FOR DUPLICATING	CAROLINE WENZEL ELEMENTARY	01	330.60
P20-02362	RISO PRODUCTS OF SACRAMENTO	RISO CONTRACT RZ220	ALBERT EINSTEIN MIDDLE SCHOOL	01	425.00
P20-02363	POSITIVE PROMOTIONS INC	SUPPLIES FOR STAFF - WELLNESS FOCUS	HUBERT H BANCROFT ELEMENTARY	01	413.03
P20-02364	RISO PRODUCTS OF SACRAMENTO	RISO INK AND MASTER ROLLS	ALICE BIRNEY WALDORF - K-8	01	287.10
P20-02365	OFFICE DEPOT	PRINTER FOR YDSS DIRECTOR	YOUTH DEVELOPMENT	01	489.36
P20-02366	ZOHO CORPORATION	ManageEngine OpManager Enterprise, Additional	INFORMATION SERVICES	01	10,515.00
P20-02367	BILL SMITH PHOTOGRAPHY	18/19 YEARBOOKS	WASHINGTON ELEMENTARY SCHOOL	01	1,947.73
P20-02368	3P LEARNING	MATHSEEDS SUPPLEMENTAL MATH PROGRAM	PONY EXPRESS ELEMENTARY SCHOOL	01	2,625.00
P20-02369	LAKESHORE LEARNING MATERIALS	SATURDAY SCHOOL ART SUPPLIES	HOLLYWOOD PARK ELEMENTARY	01	1,093.37
P20-02370	BOUND TO STAY BOUND BOOKS INC	LIBRARY BOOKS	MATSUYAMA ELEMENTARY SCHOOL	01	217.50
P20-02371	FRANKLIN COVEY CLIENT SALES	LEADER IN ME STUDENT MATERIALS - CONFIRMING REQ.	JOHN CABRILLO ELEMENTARY	01	2,552.01
P20-02372	PITNEY BOWES INC	PITNEY BOWES PURCHASE POWER	JOHN F. KENNEDY HIGH SCHOOL	01	57.84
P20-02373	MZHY EDITORS GROUP	Multilingual Supplemental Purchase for Elder Creek	LIBRARY SERVICES	01	3,194.47
P20-02374	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	WOODCOCK JOHNSON KITS	ROSA PARKS MIDDLE SCHOOL	01	3,172.46
P20-02375	SACRAMENTO FLAG WORKS	FLAGS: US FLAGPOLE, US & CA FLOOR W/STANDS & POLES	C. K. McCLATCHY HIGH SCHOOL	01	1,502.87
P20-02376	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	COGAT GATE TESTING MATERIALS	GIFTED AND TALENTED EDUCATION	01	497.74
P20-02377	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC NEWS GR 4	EARL WARREN ELEMENTARY SCHOOL	01	247.62
P20-02378	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	JUNIOR SCHOLASTIC-OHARA	SUTTER MIDDLE SCHOOL	01	934.37
P20-02379	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	STUDENT PLANNERS	HIRAM W. JOHNSON HIGH SCHOOL	01	8,540.43
P20-02380	TOLEDO PHYSICAL ED SUPPLY INC	SPORTS SUPPLIES 2019 2020	AMERICAN LEGION HIGH SCHOOL	01	1,417.55
P20-02381	Two Way Direct, Inc.	2-WAYS RADIOS FOR SCHOOL SECURITY	CAMELLIA BASIC ELEMENTARY	01	1,690.26
P20-02382	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	A. M. WINN - K-8	01	38.77
P20-02383	TIME PRINTING INC	LPPA BANNER & TABLE THROW	C. K. McCLATCHY HIGH SCHOOL	01	350.81

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amour
P20-02385	GOPHER SPORT	CROCKER GOPHER PE	WOODBINE ELEMENTARY SCHOOL	01	785.62
P20-02386	SOFTINTEGRATION INC	SOFTINTEGRATION	GEO WASHINGTON CARVER	09	599.0
P20-02387	SCUSD - US BANK CAL CARD	PURCHASE OF KITCHEN ITEMS FOR CULINARY ARTS PRG.	CAREER & TECHNICAL PREPARATION	01	4,665.0
P20-02388	CROSS MATCH TECHNOLOGIES	FP MACHINE SUPPLIES	HUMAN RESOURCE SERVICES	01	238.8
P20-02389	CDW GOVERNMENT	COMPUTERS	HUBERT H BANCROFT ELEMENTARY	01	4,399.0
P20-02390	STUDEBAKER BROWN ELECTRIC INC	MARQUEE INSTALLATION	WOODBINE ELEMENTARY SCHOOL	01	9,266.5
P20-02391	STEWART SIGNS	ELECTRONIC MARQUEE	WOODBINE ELEMENTARY SCHOOL	01	11,614.6
P20-02392	CDW GOVERNMENT	LAPTOPS FOR DEPUTY SUPT./DIR. SAFE SCH	DEPUTY SUPERINTENDENT	01	2,320.1
P20-02393	VOYAGER SOPRIS LEARNING INC	SOFTWARE FOR ELA DEVELOPMENT	HUBERT H BANCROFT ELEMENTARY	01	377.63
P20-02394	CDW GOVERNMENT	DESKTOP COMPUTER FOR MATH LAB	GENEVIEVE DIDION ELEMENTARY	01	988.7
P20-02395	CDW GOVERNMENT	MCGILL'S LAPTOP	ETHEL I. BAKER ELEMENTARY	01	1,849.3
P20-02396	NORTHSTAR AV	PROJECTOR LAMPS FOR CLASSROOM	ROSEMONT HIGH SCHOOL	01	918.0
P20-02397	JENNIFER GARCIA	JENNIFER GARCIA REIMBURSEMENT	ROSA PARKS MIDDLE SCHOOL	01	443.7
P20-02398	NORTHSTAR AV	EPSON PROJECTOR BULBS	HIRAM W. JOHNSON HIGH SCHOOL	01	870.0
P20-02399	MUSIC THEATRE INTERNATIONAL	LION KING JR PRODUCTION (EK- 6TH)	WASHINGTON ELEMENTARY SCHOOL	01	894.1
P20-02400	ASSET TECHNOLOGIES INC	EMS CONTROLLERS, VARIOUS SCHOOL SITES	FACILITIES MAINTENANCE	01	4,286.7
P20-02401	DFS FLOORING LP	CARPET REPLACEMENT SAM BRANNAN FRONT OFFICE	FACILITIES MAINTENANCE	01	1,947.9
P20-02403	JONES SCHOOL SUPPLY CO INC	RECOGNITION AWARDS FOR STUDENTS 2019-2020 PL	CAMELLIA BASIC ELEMENTARY	01	361.7
P20-02404	ACCREDITING COMMISSION FOR SCH OOLS, WASC	KCIA WASC COMMITTEE FEES	KIT CARSON INTL ACADEMY	01	2,175.0
P20-02405	ACCREDITING COMMISSION FOR SCH OOLS, WASC	KCIA WASC ANNUAL MEMBERSHIP FEES	KIT CARSON INTL ACADEMY	01	1,070.0
P20-02406	INTERNATIONAL BACCALAUREATE	IB ONLINE STUDENT ENQUIRY FEE	KIT CARSON INTL ACADEMY	01	123.0
P20-02407	Kamandia Enterprise Inc	VEHICLE SERVICE & PARTS AS NEEDED FOR MAINTENANCE	BUILDINGS & GROUNDS/OPERATIONS	01	5,000.0
P20-02408	H & M Goppher Control	0480-418 SAM BRANNAN ASPHALT-RODENT COMPRESSOR	FACILITIES SUPPORT SERVICES	21	11,280.0

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amour
P20-02409	TROXELL COMMUNICATIONS INC	8 CLASSROOM TVs incl. INSTALLATION	JOHN H. STILL - K-8	01	21,359.22
P20-02410	JILLORI THOM	REIMB: KAGAN MATERIALS PURCHASED	HIRAM W. JOHNSON HIGH SCHOOL	01	434.57
P20-02411	LINCOLN AQUATICS	POOL COVERS FOR ROSEMONT HS	FACILITIES MAINTENANCE	01	13,003.16
P20-02412	SDI INNOVATIONS INC dba SCHOOL DATEBOOKS	ACTION AGENDAS - CONFIRMED COMPLETE	GEO WASHINGTON CARVER	09	346.98
P20-02413	BAR HEIN CO	MOWERS FOR LABOR/GROUNDS SHOP	FACILITIES MAINTENANCE	01	37,186.04
P20-02414	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT DEPT	PERMIT FOR JFK POOL	JOHN F. KENNEDY HIGH SCHOOL	01	940.80
P20-02415	ALL WEST COACHLINES INC	BUS TRANSPORTATION - COURTHOUSE FIELDTRIP(BRETT)	JOHN F. KENNEDY HIGH SCHOOL	01	1,760.80
P20-02416	PERLMUTTER PURCHASING POWER	SECURITY CAMERA UPGRADE	JOHN H. STILL - K-8	01	3,720.8
P20-02417	HENGEHOLD MOTOR CO.	TRUCK FOR LABORER/GROUNDS SHOP	FACILITIES MAINTENANCE	01	26,324.6
P20-02418	Xenith, LLC	INVOICE#INV0190185-FOOTB ALL HELMET RECONDITIONING	ROSEMONT HIGH SCHOOL	01	5,656.8
P20-02419	Creative Behavior Systems	CREATIVE BEHAVIOR WORKSHOP	YOUTH DEVELOPMENT	01	500.00
P20-02420	JOSEPH WONG	REIMBURSEMENT TO MR. WONG FOR INCENTIVES/AWARDS	WILLIAM LAND ELEMENTARY	01	619.5
P20-02421	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT	HEALTH PERMIT JFK CULINARY ARTS PRGM	CAREER & TECHNICAL PREPARATION	01	686.0
P20-02423	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	SUPPLIES FOR MEDIA CLASS - HECKEY	SUTTER MIDDLE SCHOOL	01	1,990.0
P20-02424	EXCEL INTERPRETING SERVICES	BURMESE PTC 2	ELDER CREEK ELEMENTARY SCHOOL	01	180.00
P20-02425	CHARTER AMERICA BUS CO THANDI ENTERPRISES INC	TRANSPORTATION TO MOCK TRIAL	LUTHER BURBANK HIGH SCHOOL	01	635.00
P20-02426	AMADOR STAGE LINES INC	TRANSPORTATION TO ALCATRAZ FIELD TRIP	LUTHER BURBANK HIGH SCHOOL	01	1,536.3
P20-02427	SECC	VIDEO TRAINING FOR SEVA - HECKEY	SUTTER MIDDLE SCHOOL	01	400.0
P20-02428	DELTA WIRELESS INC	SAFETY EQUIP #2 - PARTS FOR WALKIE TALKIES	WILLIAM LAND ELEMENTARY	01	268.8
P20-02429	ALL WEST COACHLINES INC	TRANSPORTATION - RP & ME SUMMIT 2020 @ SERNA	LUTHER BURBANK HIGH SCHOOL	01	2,415.0
P20-02430	AQUA CLEAN SOLUTIONS	JFK CULINARY ARTS- COOKING AREAS CLEANING	CAREER & TECHNICAL PREPARATION	01	1,296.0
P20-02431	AMADOR STAGE LINES INC	TRANSPORTATION TO VILLARA	LUTHER BURBANK HIGH SCHOOL	01	970.2

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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Number	Vendor Name	Description	Location	Fund	Amoun
P20-02432	Sharon Sommers	SHARON SOMMER - REIMBURSEMENT	RISK MANAGEMENT	01	54.69
P20-02433	ALL WEST COACHLINES INC	CHARTER BUS INVOICE	HEALTH PROFESSIONS HIGH SCHOOL	01	1,269.60
P20-02434	THE HOME DEPOT PRO	PURCHASE SCHOOL OUTDOOR SAFETY LIGHTS	CAROLINE WENZEL ELEMENTARY	01	231.69
P20-02435	OFFICE DEPOT	CORPORATE ACADEMY - INK CARTRIDGES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,061.69
P20-02436	OFFICE DEPOT	ROOM 8 TEACHER SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	529.60
P20-02437	OFFICE DEPOT	STORRS TEACHER/CLASSROOM SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	42.54
P20-02438	OFFICE DEPOT	ENGLISH DEPARTMENT PURCHASE 2019 20	AMERICAN LEGION HIGH SCHOOL	01	1,374.97
P20-02439	KAGAN PUBLISHING INC	SOFTWARE CLASSROOM TOOL	HIRAM W. JOHNSON HIGH SCHOOL	01	38.06
P20-02440	CURRICULUM ASSOCIATES	I-READY ASSESSMENTS	BRET HARTE ELEMENTARY SCHOOL	01	6,350.58
P20-02441	CENTER FOR THE COLLABORATIVE C LASSROOM	COLLABORATIVE CLASSROOM INTRC MATERIALS	ETHEL I. BAKER ELEMENTARY	01	5,370.50
P20-02442	LAKESHORE LEARNING MATERIALS	LIGI TEACHER/CLASSOOM SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	196.68
P20-02443	BOOKS EN MORE	BEHAVIORAL INTERVENTION MANUAL	JOHN D SLOAT BASIC ELEMENTARY	01	337.96
P20-02444	LAKESHORE LEARNING MATERIALS	SIG - READ ALONG BOOKS/ 1ST GRADE / BREAUX	H.W. HARKNESS ELEMENTARY	01	196.76
P20-02445	KAPLAN EARLY LEARNING CO	SIG - READ ALOUDS / KINDER / SAMUELS	H.W. HARKNESS ELEMENTARY	01	464.93
P20-02446	LUX BUS AMERICA CO	ALCATRAZ BUS TRANSPORTATION	JOHN D SLOAT BASIC ELEMENTARY	01	1,994.00
P20-02447	MOBYMAX LLC	MOBY MAX LICENSE MAY 31-2020 TO MAY 31 2021	CAROLINE WENZEL ELEMENTARY	01	3,495.00
P20-02448	LAKESHORE LEARNING MATERIALS	SIG - INST. MATERIALS / KINDER/ SAMUELS	H.W. HARKNESS ELEMENTARY	01	451.80
P20-02449	PAUL BROOKES PUBLISHING CO INC	ABC FOUNDATIONS 1ST GRADE	WOODBINE ELEMENTARY SCHOOL	01	237.98
P20-02450	PRECISION CLEANING SYS INC	PRESSURE WASHER	H.W. HARKNESS ELEMENTARY	01	1,647.56
P20-02451	PETRA ESSERY	REIMBURSEMENT FOR THEATREWORKS USA INVOICE	SUTTERVILLE ELEMENTARY SCHOOL	01	700.00
P20-02452	SCHOOL SPECIALTY EDUCATION	NEW U.S. AND CA FLAGS	ALICE BIRNEY WALDORF - K-8	01	79.37
P20-02453	SCHOOL SPECIALTY EDUCATION	SIG - INST. MATERIALS / 1ST GRADE/ BREAUX	H.W. HARKNESS ELEMENTARY	01	150.23
P20-02454	SCHOOL OUTFITTERS DBA FAT CATA LOG	SIG - ART DRYING RACK/3RD GRADE/ELDRED	H.W. HARKNESS ELEMENTARY	01	170.62

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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РО					Account
Number	Vendor Name	Description	Location	Fund	Amount
P20-02455	RISO PRODUCTS OF SACRAMENTO	Copy Machine Supplies	CALIFORNIA MIDDLE SCHOOL	01	184.88
P20-02456	RESOURCES FOR EDUCATORS A DIVI SION OF CCH INC	**CONFIRMING**PARENT COMMUNICATION	ALBERT EINSTEIN MIDDLE SCHOOL	01	257.52
P20-02457	SCHOOL SPECIALTY EDUCATION	TABLES FOR STEM CLASSROOM - ROBOTI CS	ROSA PARKS MIDDLE SCHOOL	01	3,953.37
P20-02458	REALLY GOOD STUFF	CLASSROOM SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	4,555.57
P20-02459	TOTAL EDUCATION SOLUTIONS	TUTORING SERVICES FOR AIEP	INDIAN EDUCATON	01	715.00
P20-02462	ULINE	FIRST AIDE SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	617.12
P20-02463	SCUSD - US BANK CAL CARD	PTSA TABLECLOTHS	HIRAM W. JOHNSON HIGH SCHOOL	01	133.42
P20-02464	AMAZON CAPITAL SERVICES	STUDENT ATTENDANCE INCENTIVES	JOHN D SLOAT BASIC ELEMENTARY	01	169.24
P20-02465	AMAZON CAPITAL SERVICES	DVD FOR SOCIAL SCIENCE DEPARTMENT (BAYZE)	JOHN F. KENNEDY HIGH SCHOOL	01	22.81
P20-02466	AMAZON CAPITAL SERVICES	STANCHIONS POSTS	HIRAM W. JOHNSON HIGH SCHOOL	01	827.88
P20-02467	AMAZON CAPITAL SERVICES	NEW BATTERY REPLACEMENT FOR STUDENT LAPTOP	MARK TWAIN ELEMENTARY SCHOOL	01	32.61
P20-02468	AMAZON CAPITAL SERVICES	US FLAG REPLACEMENT	C. K. McCLATCHY HIGH SCHOOL	01	63.73
P20-02469	AMAZON CAPITAL SERVICES	IPAD MINI CASES(10)	HIRAM W. JOHNSON HIGH SCHOOL	01	97.80
P20-02470	AMAZON CAPITAL SERVICES	ENGLISH QUICK REF GUIDES FOR STUDENTS	C. K. McCLATCHY HIGH SCHOOL	01	161.49
P20-02471	AMAZON CAPITAL SERVICES	BIKES-ATTENDANCE INCENTIVES	ELDER CREEK ELEMENTARY SCHOOL	01	401.21
P20-02472	AMAZON CAPITAL SERVICES	MATH & STEM - BUILDING PANELS	HUBERT H BANCROFT ELEMENTARY	01	391.40
P20-02473	AMAZON CAPITAL SERVICES	MATERIALS FOR YDSS STAFF	YOUTH DEVELOPMENT	01	430.41
P20-02474	AMAZON CAPITAL SERVICES	SPEAKERS	HEALTH PROFESSIONS HIGH SCHOOL	01	435.22
P20-02475	AMAZON CAPITAL SERVICES	LEGO MINDSTORM EV3 CORE SET FOR CREST	ISADOR COHEN ELEMENTARY SCHOOL	01	516.26
P20-02476	AMAZON CAPITAL SERVICES	LPPA PA SYSTEM & MICS	C. K. McCLATCHY HIGH SCHOOL	01	650.29
P20-02477	AMAZON CAPITAL SERVICES	HEADPHONES FOR TESTING/NEW CARTS	ROSA PARKS MIDDLE SCHOOL	01	2,163.25
P20-02478	OFFICE DEPOT	COPY PAPER FOR THE TUTORING CENTER	JOHN F. KENNEDY HIGH SCHOOL	01	243.51
P20-02479	OFFICE DEPOT	CERTIFICATES FOR HONOR ROLL AND PROMOTION	WILL C. WOOD MIDDLE SCHOOL	01	1,529.73
P20-02480	OFFICE DEPOT	CLASSROOM SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	533.87

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

PO					Accoun
Number	Vendor Name	Description	Location	Fund	Amoun
P20-02481	OFFICE DEPOT	WALKIE-TALKIES FOR SCHOOL USE	CALEB GREENWOOD ELEMENTARY	01	347.99
P20-02483	HOME DEPOT INTERLINE BRANDS SU PPLYWORKS	SUPPLYWORKS	LEATAATA FLOYD ELEMENTARY	01	2,087.76
P20-02484	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	2,415.28
P20-02485	SCHOOL NURSE SUPPLY INC	SUPPLIES FOR SCHOOL NURSE	WILL C. WOOD MIDDLE SCHOOL	01	204.61
P20-02486	SCHOOLMATE INC	SCHOOL PLANNERS FOR 4TH GRADE	CROCKER/RIVERSIDE ELEMENTARY	01	414.69
P20-02487	SCHOOLMATE INC	SCHOOL PLANNERS FOR 5TH GRADE	CROCKER/RIVERSIDE ELEMENTARY	01	414.69
P20-02488	SCHOOLMATE INC	SCHOOL PLANNERS FOR 6TH GRADE	CROCKER/RIVERSIDE ELEMENTARY	01	414.69
P20-02489	RISO PRODUCTS OF SACRAMENTO	REPLACEMENT INK FOR RISO MACHINE	WILL C. WOOD MIDDLE SCHOOL	01	478.50
P20-02490	RISO PRODUCTS OF SACRAMENTO	RISO INK/MASTERS	MATSUYAMA ELEMENTARY SCHOOL	01	519.83
P20-02491	SCUSD - US BANK CAL CARD	REVERSE FIELD TRIP	JOHN D SLOAT BASIC ELEMENTARY	01	394.80
P20-02492	SCUSD - OFFICE DEPOT	AP/ RECORDING DEVICES	WEST CAMPUS	01	376.74
P20-02493	Brittany Hori	Reimburse Brittany Hori for Epson projector lamps	GENEVIEVE DIDION ELEMENTARY	01	141.21
P20-02494	INTERNATIONAL BACCALAUREATE	IB ONLINE WORKSHOP	KIT CARSON INTL ACADEMY	01	450.00
P20-02495	COUNTY OF SACRAMENTO ENVIRONME NTAL MANAGEMENT DEPT	TREAT AS CONFIRMING: SWIM POOL PERMIT FOR 2020	C. K. McCLATCHY HIGH SCHOOL	01	490.00
P20-02496	PARK ASSOCIATES, INC DBA NSP3	ADA COMPLIANT TABLES	FACILITIES MAINTENANCE	01	10,522.69
P20-02497	HANNIBAL'S CATERING	FOOD FOR PARENT CONFERENCE	COUNSELING SERVICES	01	505.07
P20-02499	DEPARTMENT OF GENERAL SERVICES	05210-427 CKM ATHLETIC FIELD-DSA FF FEES	FACILITIES SUPPORT SERVICES	21	2,819.54
P20-02500	DEPARTMENT OF GENERAL SERVICES	0163-416 JOHN CABRILLO ASPHALT-DSA ACS FF FEES	FACILITIES SUPPORT SERVICES	21	1,268.95
P20-02501	SCUSD - US BANK CAL CARD	CAL CARD STMT 2/6/20 WELLNESS FAIR 1/28/20	RISK MANAGEMENT	01	353.28
P20-02502	SCHOOL INFO APP LLC	SCHOOL INFO APP, ONLINE WEB; TEACHERS AND PARENTS	MARTIN L. KING JR ELEMENTARY	01	1,000.00
P20-02503	DEPARTMENT OF GENERAL SERVICES	0490-422 SUTTER HVAC-DSA FINAL FEES	FACILITIES SUPPORT SERVICES	21	2,859.50
P20-02504	CITY OF SACRAMENTO REVENUE DIV ISION	FIRE SAFETY INSPECTION @ BRET HARTE PRESCHOOL	CHILD DEVELOPMENT PROGRAMS	12	447.00
P20-02505	CITY OF SACRAMENTO REVENUE DIV ISION	FALSE ALARM @ SBA PRESCHOOL	CHILD DEVELOPMENT PROGRAMS	12	141.00
P20-02506	SCHOOL NURSE SUPPLY INC	SUPPLIES FOR NURSE'S OFFICE	EARL WARREN ELEMENTARY SCHOOL	01	359.76

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

PO					Account
Number	Vendor Name	Description	Location	Fund	Amount
P20-02510	Silvia & Bruce Marwick	SETTLEMENT OAH2019030285	SPECIAL EDUCATION DEPARTMENT	01	3,000.00
P20-02511	WARDS NATURAL SCIENCE ESTABLIS HMENT INC	MEDICAL SCIENCE CLASSROOM MATERIALS	HEALTH PROFESSIONS HIGH SCHOOL	01	2,095.00
P20-02512	SCUSD LANDMARK MODERNIZATION E SCROW NO 02-701634	0148-416 LEATAATA FLOYD FARMS-RETENTION ESCROW	FACILITIES SUPPORT SERVICES	25	349,218.50
P20-02513	THE HOME DEPOT PRO	SAFETY VESTS FOR STAFF	JOHN D SLOAT BASIC ELEMENTARY	01	78.03
P20-02514	EAST BAY RESTAURANT	CENTRAL KITCHEN RECIPE/FOOD TESTING EQUIPMENT	NUTRITION SERVICES DEPARTMENT	21	81,998.08
P20-02515	RISO PRODUCTS OF SACRAMENTO	RISO PRODUCTS PAST DUE INVOICES (2)	MARTIN L. KING JR ELEMENTARY	01	266.00
P20-02516	BENCHMARK EDUCATION CO LLC	Benchmark Readers Library	FATHER K.B. KENNY - K-8	01	8,259.56
P20-02517	BSN SPORTS LLC	FOOTBALL UNIFORMS	HIRAM W. JOHNSON HIGH SCHOOL	01	10,848.04
P20-02518	BLICK ART MATERIALS LLC	ART SUPPORT	CESAR CHAVEZ INTERMEDIATE	01	265.74
P20-02519	CURRICULUM ASSOCIATES	I READY DIAGNOSTIC FOR STUDENT ASSESSMENTS	ISADOR COHEN ELEMENTARY SCHOOL	01	1,500.00
P20-02520	DEMCO INC	DEMCO SUPPLIES	KIT CARSON INTL ACADEMY	01	74.37
P20-02521	DELTA WIRELESS INC	WALKIE-TALKIE BATTERY	ALICE BIRNEY WALDORF - K-8	01	75.21
P20-02522	SKIPS MUSIC INC	MUSIC INSTRUMENTS	HIRAM W. JOHNSON HIGH SCHOOL	01	299.03
P20-02523	TIMS MUSIC	MUSIC INSTRUMENTS	HIRAM W. JOHNSON HIGH SCHOOL	01	996.05
P20-02524	RIFTON EQUIPMENT	ADAPTIVE TRICYCLE FOR OI STUDENTS	FERN BACON MIDDLE SCHOOL	01	1,589.32
P20-02525	FIRST BOOK ATTN FBNBB PAYMENT S	BOOKS FOR OUR LIBRARY	ISADOR COHEN ELEMENTARY SCHOOL	01	31.62
P20-02526	FOLLETT SCHOOL SOLUTIONS	PURCHASING BOOKS FOR THE LIBRARY	ISADOR COHEN ELEMENTARY SCHOOL	01	278.88
P20-02527	CDW GOVERNMENT	CHROMEBOOKS FOR SEQUOIA	YOUTH DEVELOPMENT	01	9,555.76
P20-02528	WALLACE MCCORD	BOOKS TO SUPPORT SIIIPS	CROCKER/RIVERSIDE ELEMENTARY	01	424.94
P20-02529	WALLACE MCCORD	BOOKS TO SUPPORT SIIPS PROGRAM	CROCKER/RIVERSIDE ELEMENTARY	01	316.02
P20-02530	LAKESHORE LEARNING MATERIALS	REPLACEMENT PLEXI PANEL - AMY RONSHEIMER	CHILD DEVELOPMENT PROGRAMS	12	35.30
P20-02531	GBC GENERAL BINDING CORP	REPLACE ROLLERS ON LAMINATOR	CROCKER/RIVERSIDE ELEMENTARY	01	1,065.75
P20-02532	HAWTHORNE EDUCATIONAL SERVICES	BEHAVIOR INTERVENTION MANUAL	WOODBINE ELEMENTARY SCHOOL	01	623.44
P20-02533	J W PEPPER	MUSIC INSTRUCTION	HIRAM W. JOHNSON HIGH	01	333.11

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

PO					Accoun
Number	Vendor Name	Description	Location	Fund	Amoun
P20-02534	KLINE MUSIC INC	MUSIC CASES	HIRAM W. JOHNSON HIGH SCHOOL	01	165.16
P20-02535	JEFF SAHS dba JEFF SAHS VIOLIN S	MUSIC INSTRUMENTS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,990.63
P20-02536	LUX BUS AMERICA CO	PRE-PAY ALLIANCE REDWOOD BUSSES	CROCKER/RIVERSIDE ELEMENTARY	01	2,730.00
P20-02537	SCUSD - US BANK CAL CARD	CAL CARD AUGUST 2019	EQUITY, ACCESS & EXCELLENCE	01	492.50
P20-02538	SWEETWATER ATTN: JIM SWAIN	MUSIC EQUIPMENT	HIRAM W. JOHNSON HIGH SCHOOL	01	1,907.03
P20-02539	RAGING WATERS SACRAMENTO	FIELD TRIP - RAGING WATERS	JOHN BIDWELL ELEMENTARY	01	2,136.52
P20-02540	ORIENTAL TRADING CO	PBIS INCENTIVE PRIZES	ROSA PARKS MIDDLE SCHOOL	01	236.05
P20-02541	THE EARPHONE GUY LLC SACRAMENT O SPORTS & APPAREL	SEL PROJECT HATS (ROCKEFELLER GRANT)	JOHN MORSE THERAPEUTIC	01	1,293.90
P20-02542	TIME PRINTING INC	Posters to fulfill Health Posters order DR20-00607	CENTRAL PRINTING SERVICES	01	2,215.00
P20-02543	TEAM OUTFITTERS LLC	CENSUS TSHIRTS - CONFIRMING ORDER	LUTHER BURBANK HIGH SCHOOL	01	169.76
P20-02544	AMAZON CAPITAL SERVICES	SUPPLIES FOR ROBOTICS - COSTANZO	SUTTER MIDDLE SCHOOL	01	2,246.56
P20-02545	CDW GOVERNMENT	HP PRINTERS FOR HJ REGISTRATION CENTER	CHILD DEVELOPMENT PROGRAMS	12	1,571.94
P20-02546	APPLE INC	PURCHASE TO REPLACE CURRENT TECHNOLOGY	SAM BRANNAN MIDDLE SCHOOL	01	3,792.08
P20-02547	CDW GOVERNMENT	150 CHROMEBOOKS & 3 MICROSOFT TABLETS 2019-20	JOHN H. STILL - K-8	01	46,721.87
P20-02549	CDW GOVERNMENT	DESKTOP COMPUTERS AND MONITORS	ABRAHAM LINCOLN ELEMENTARY	01	3,494.03
P20-02550	ZYTECH SOLUTIONS INC	ZYTECH - CB DISPLAY CABLE	KIT CARSON INTL ACADEMY	01	50.00
P20-02551	CDW GOVERNMENT	LAPTOP FOR IAS KIMBERLY MACKEY	ACADEMIC OFFICE	01	1,882.19
P20-02552	CDW GOVERNMENT	Epson and Tripp Lite Supplies	THE MET	09	451.38
P20-02553	CDW GOVERNMENT	LCD PROJECTORS FOR STUDENTS LEARNING IN CLASSROOMS	SUTTERVILLE ELEMENTARY SCHOOL	01	1,063.58
P20-02554	CDW-G	MAC PRINTER - KOEHLER B 7	KIT CARSON INTL ACADEMY	01	414.3
P20-02555	CDW GOVERNMENT	FAX MACHINE PURCHASE FOR OFFICE	PONY EXPRESS ELEMENTARY SCHOOL	01	610.40
P20-02556	CDW GOVERNMENT	CHROMEBOOKS FOR ROOM 17 AND 9	CAMELLIA BASIC ELEMENTARY	01	1,059.05
P20-02557	CDW GOVERNMENT	PURSHASING PROJECTOR FOR A CLASSROOM	ISADOR COHEN ELEMENTARY SCHOOL	01	597.04
P20-02558	CDW GOVERNMENT	LAPTOPS	ETHEL I. BAKER ELEMENTARY	01	2,123.89

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

PO					Accoun
Number	Vendor Name	Description	Location	Fund	Amoun
P20-02559	CDW GOVERNMENT	CLASSROOM PRINTERS	O. W. ERLEWINE ELEMENTARY	01	189.38
P20-02560	CDW GOVERNMENT	PROJECTORS FOR CLASSROOMS	SUTTER MIDDLE SCHOOL	01	1,595.36
P20-02561	CDW GOVERNMENT	BRETFORD CUBE MICRO STATION	ALBERT EINSTEIN MIDDLE SCHOOL	01	524.19
P20-02562	US SCHOOL SUPPLY INC	PERFECT ATTENDANCE PRIZES	A. M. WINN - K-8	01	68.82
P20-02563	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC NEWS 2ND GRADE	NICHOLAS ELEMENTARY SCHOOL	01	683.12
P20-02564	GBC GENERAL BINDING CORP	PURCHASE LAMINATING FILM FOR SCHOOL	CAROLINE WENZEL ELEMENTARY	01	203.92
P20-02565	ORIENTAL TRADING CO	ATTENDANCE INCENTIVES	PARKWAY ELEMENTARY SCHOOL	01	629.36
P20-02566	OFFICE DEPOT	ATTENDANCE INCENTIVES	PARKWAY ELEMENTARY SCHOOL	01	135.78
P20-02567	CMS ATHLETICS	SOCCER LEAGUE FEES	SAM BRANNAN MIDDLE SCHOOL	01	1,700.00
P20-02568	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	1,100.55
P20-02569	CDW GOVERNMENT	PRINTERS FOR CLASSROOM USE 43/6	CALIFORNIA MIDDLE SCHOOL	01	189.36
P20-02570	GBC GENERAL BINDING CORP	LAMINATING SERVICE AGREEMENT	CALIFORNIA MIDDLE SCHOOL	01	510.69
P20-02572	BOOKS EN MORE	BOOKS ATTN GUIDE	ENROLLMENT CENTER	01	1,310.44
P20-02573	AMAZON CAPITAL SERVICES	ENVELOPES FOR GRADUATION DIPLOMAS	JOHN F. KENNEDY HIGH SCHOOL	01	119.52
P20-02574	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS FOR CLASSROOM	OAK RIDGE ELEMENTARY SCHOOL	01	335.47
P20-02575	AMAZON CAPITAL SERVICES	ATTENDANCE INCENTIVES	PARKWAY ELEMENTARY SCHOOL	01	261.31
P20-02576	FRANKLIN COVEY CLIENT SALES	CLASSROOM CURRICULUM	SAM BRANNAN MIDDLE SCHOOL	01	241.75
P20-02577	AMAZON CAPITAL SERVICES	USB-C VGA ADAPTERS & CHARGERS FOR MAC BOOKS	WILL C. WOOD MIDDLE SCHOOL	01	115.22
P20-02578	AMAZON CAPITAL SERVICES	SPEAKERS FOR MUSIC ROOM	HIRAM W. JOHNSON HIGH SCHOOL	01	506.67
P20-02579	STUDIES WEEKLY INC	STUDIES WEEKLY 4TH, 5TH + 6TH	NICHOLAS ELEMENTARY SCHOOL	01	2,749.31
P20-02580	AMAZON CAPITAL SERVICES	vest for walking guards	MARK TWAIN ELEMENTARY SCHOOL	01	60.85
P20-02581	CALIFORNIA DEPT OF EDUCATION C DE PRESS SALES UNIT	CDE BOOKS FOR MANAGERS - JACQUIE BONINI	CHILD DEVELOPMENT PROGRAMS	12	204.03
P20-02582	AMAZON CAPITAL SERVICES	VIDEO ADAPTERS FOR SUPT'S OFFICE	SUPERINTENDENTS OFFICE	01	50.42
P20-02583	CATHERINE RECHS	REIMBURSE CATHERINE RECHS FOR LIB SUPPLIES	GENEVIEVE DIDION ELEMENTARY	01	291.62

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

PO					Accoun
Number	Vendor Name	Description	Location	Fund	Amoun
P20-02584	CATHERINE RECHS	REIMBURSE CATHERINE RECHS-SEL BANNER IN LIBRARY	GENEVIEVE DIDION ELEMENTARY	01	153.01
P20-02585	L & M RENTAL FENCE INC	ROSEMONT TEMPORARY FENCING	FACILITIES MAINTENANCE	01	901.10
P20-02586	ROSS RECREATION EQUIPMENT INC	ALICE BIRNEY ES PARTS	FACILITIES MAINTENANCE	01	3,278.44
P20-02587	CAPITOL BUILDERS HARDWARE INC	FIRE INSPECTION - GOLDEN EMPIRE	FACILITIES MAINTENANCE	01	2,173.66
P20-02588	UNITED CALIFORNIA GLASS & DOOR	REPAIR KITCHEN ROLL-UP FIRE DOOR FOR SES HS	FACILITIES MAINTENANCE	01	1,592.00
P20-02589	METRO MAILING SERVICE INC	RECRUITMENT LETTERS	ENGINEERING AND SCIENCES HS	01	621.00
P20-02590	LUX BUS AMERICA CO	ATHLETIC TRANSPORTATION - BOYS SOCCER - 2/6/2020	JOHN F. KENNEDY HIGH SCHOOL	01	971.85
P20-02591	LES SCHWAB TIRE CENTERS	TIRES FOR GOLF CART (SECURITY)	JOHN F. KENNEDY HIGH SCHOOL	01	259.48
P20-02592	US GREEN BUILDING COUNCIL	USGBC MEMBERSHIP	FACILITIES SUPPORT SERVICES	01	750.00
P20-02593	SACRAMENTO COUNTY OFFICE OF ED UCATION	SLY PARK EDUCATION CAMP	JOHN D SLOAT BASIC ELEMENTARY	01	3,712.00
P20-02594	IVS COMPUTER TECHNOLOGIES	SMART BOARD PROJECTOR REPAIR	O. W. ERLEWINE ELEMENTARY	01	462.25
P20-02595	SKYLINE SCAFFOLD INC	SCAFFOLDING FOR FOOTBALL FIELD	HIRAM W. JOHNSON HIGH SCHOOL	01	400.00
P20-02596	NORTHSTAR AV	PROJECTOR BULBS - ELPLP42	WEST CAMPUS	01	394.22
P20-02597	ADI	SECURITY MONITORS FOR SCHOOL	ALBERT EINSTEIN MIDDLE SCHOOL	01	355.55
P20-02598	APPLE INC	DONGLES FOR TEACHERS	ROSEMONT HIGH SCHOOL	01	315.38
P20-02599	AMAZON CAPITAL SERVICES	ICE BREAKER	HEALTH PROFESSIONS HIGH SCHOOL	01	27.18
P20-02600	AMAZON CAPITAL SERVICES	CLASSROOM MATERIALS-RICHARDS C3	HEALTH PROFESSIONS HIGH SCHOOL	01	30.55
P20-02601	TROXELL COMMUNICATIONS INC	TV FOR M & O PLANS ROOM	FACILITIES MAINTENANCE	01	1,990.27
P20-02602	TEREX SERVICES	ANNUAL INSPECTION ON M & O EQUIPMENT	FACILITIES MAINTENANCE	01	4,085.00
P20-02603	GRAINGER INC	FLUORESCENT BULBS FOR THE OUTSIDE LIGHTS	ALICE BIRNEY WALDORF - K-8	01	182.81
P20-02604	NORTHSTAR AV	REPLACEMENT LAMPS OVERHEAD PROJECTORS	EARL WARREN ELEMENTARY SCHOOL	01	321.90
P20-02605	NATIONAL AQUATICS SERVICES	POOL GRATES FOR BURBANK HIGH	FACILITIES MAINTENANCE	01	4,034.68
P20-02607	JUST BELIEVE SPORTS	BASKETBALL UNIFORMS FOR TEAMS	FERN BACON MIDDLE SCHOOL	01	1,500.00
P20-02608	RISO PRODUCTS OF SACRAMENTO	RISO CONTRACT SF5130	ALBERT EINSTEIN MIDDLE SCHOOL	01	286.00
P20-02609	BOOKS EN MORE	SUPP-BOOKS FOR LITERACY-8TH GRADE	FERN BACON MIDDLE SCHOOL	01	1,890.44

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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РО					Accoun
Number	Vendor Name	Description	Location	Fund	Amoun
P20-02610	LAKESHORE LEARNING MATERIALS	SUPPLEMENTAL CLASSROM MATERIALS	SPECIAL EDUCATION DEPARTMENT	01	259.44
P20-02611	POSITIVE PROMOTIONS INC	HONOR ROLL STICKERS FOR PARENT/STUDENTS	WILL C. WOOD MIDDLE SCHOOL	01	2,398.69
P20-02612	EPIC SPORTS INC	VOLLEYBALL EQUIPMENT FOR SPORTS TEAMS	WILL C. WOOD MIDDLE SCHOOL	01	148.09
P20-02613	OFFICE DEPOT	BILIGUAL LAB HEADPHONES	LUTHER BURBANK HIGH SCHOOL	01	325.92
P20-02614	BENWAR SHEPARD dba BIGGER THAN US ARTS	The MET HS Music Instruction	THE MET	09	5,000.00
P20-02615	CAAASA c o DWIGHT BONDS	REGISTRATION FOR CAAASA YOUTH SUMMIT 3/10/20	COUNSELING SERVICES	01	8,250.00
P20-02616	CONTINENTAL ATHLETIC SUPPLY	CONF ORDER - RECONDITION FOOTBALL EQUIPMENT	LUTHER BURBANK HIGH SCHOOL	01	4,485.88
P20-02617	AMAZON CAPITAL SERVICES	DRY-ERASE BOARDS FOR MATH DEPARTMENT	ENGINEERING AND SCIENCES HS	01	752.50
P20-02618	MICHAEL'S TRANSPORTATION	API, COLLEGE DAY, MAR 6, 2020 @SAC STATE	ACADEMIC ACHIEVEMENT	01	15,024.00
P20-02619	MSI- MECHANICAL SYSTEMS	MAINTENANCE PLUMBING SHOP WING- HVAC REPLACEMENT	FACILITIES MAINTENANCE	01	14,270.00
P20-02620	TURF STAR	MOWER FOR LABOR SHOP	FACILITIES MAINTENANCE	01	125,961.18
P20-02621	ACTENVIRO	REPLACE LIMESTONE IN ACID NEUTRALIZER TANKS @ GWC	FACILITIES MAINTENANCE	01	4,377.37
P20-02622	SAC VALLEY TRAILER SALES INC	TRAILER FOR LABOR/GROUNDS SHOP	FACILITIES MAINTENANCE	01	17,295.15
P20-02623	MSI- MECHANICAL SYSTEMS	MAINTENANCE ELECTRICAL SHOP WING- HVAC REPLACEMENT	FACILITIES MAINTENANCE	01	9,270.00
P20-02624	MSI- MECHANICAL SYSTEMS	MAINTENANCE LO9CKSMITH SHOP - HVAC REPLACEMENT	FACILITIES MAINTENANCE	01	8,720.00
P20-02625	MSI- MECHANICAL SYSTEMS	EDWARD KEMBLE - HVAC REPLACEMENTS (3 ROOMS)	FACILITIES MAINTENANCE	01	14,720.00
P20-02626	Terri Webb	T. WEBB REIMBURSEMENT	O. W. ERLEWINE ELEMENTARY	01	123.77
P20-02627	AMADOR STAGE LINES INC	AMADOR CHARTER BUSES	COUNSELING SERVICES	01	3,476.28
P20-02628	AMADOR STAGE LINES INC	AMADOR CHARTER BUSES	COUNSELING SERVICES	01	3,163.68
P20-02629	PSAT NMSQT	PSAT - CONFIRMING COMPLETED ORDER	LUTHER BURBANK HIGH SCHOOL	01	389.00
P20-02630	AMAZON CAPITAL SERVICES	CLASSROOM MATERIALS - CLEMENS	HEALTH PROFESSIONS HIGH SCHOOL	01	130.63
P20-02631	THE BULK BOOKSTORE	SUPPLEMENAL INST. MATERIALS-BOOKS FOR STUDENTS	JOHN CABRILLO ELEMENTARY	01	605.96
P20-02632	TheGluv Athletique Inc.	SOFTBALL UNIFORMS - JFK 2020	JOHN F. KENNEDY HIGH SCHOOL	01	2,523.22
P20-02633	SCHOOL NURSE SUPPLY INC	ICE PACKS	PARKWAY ELEMENTARY SCHOOL	01	29.39

<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

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PO					Account
Number	Vendor Name	Description	Location	Fund	Amount
P20-02634	RISO PRODUCTS OF SACRAMENTO	RISO SUPPLIES REPRODUCE CLSRM MATERIALS	EARL WARREN ELEMENTARY SCHOOL	01	280.58
P20-02635	TANG-VAUGHN, LILY	Reimburse Lily Tang-Vaughn for Walkie Earpieces	GENEVIEVE DIDION ELEMENTARY	01	110.86
P20-02636	KOMBAT SOCCER	SHIRTS FOR CAMPUS MONITORS	JOHN F. KENNEDY HIGH SCHOOL	01	502.50
P20-02637	THE HOME DEPOT PRO	AFTER SCHOOL CUSTODIAL SUPPLIES	JOHN H. STILL - K-8	01	1,204.10
P20-02638	BLICK ART MATERIALS LLC	BLICK PURCHASE 2 2019 20	AMERICAN LEGION HIGH SCHOOL	01	412.46
P20-02639	KLINE MUSIC INC	MUSIC INSTRUMENTS	HIRAM W. JOHNSON HIGH SCHOOL	01	595.62
P20-02640	BOOKS EN MORE	CLASSROOM BOOK ORDER-O'CUDDEGY	HEALTH PROFESSIONS HIGH SCHOOL	01	417.49
P20-02641	BOOKS EN MORE	CLASSROOM BOOK ORDER - DUSBIBER	HEALTH PROFESSIONS HIGH SCHOOL	01	645.27
P20-02642	CDW GOVERNMENT	PURCHASE OF ITEMS FOR LAPTOP PROTECTION	CAREER & TECHNICAL PREPARATION	01	139.35
P20-02644	BRIGHT WHITE PAPER CO	POSTER PAPER ROLLS	WOODBINE ELEMENTARY SCHOOL	01	133.15
P20-02645	BOOKS EN MORE	CLASSROOM LIBARY	SUSAN B. ANTHONY ELEMENTARY	01	105.54
P20-02646	COOLE SCHOOL INC	STUDENT SCHOOL PLANNERS	CALIFORNIA MIDDLE SCHOOL	01	3,655.87
P20-02662	B STREET THEATRE	B STREET THEATRE TICKETS 4/23/20	WOODBINE ELEMENTARY SCHOOL	01	195.00
P20-02663	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES	SEQUOIA ELEMENTARY SCHOOL	01	1,438.35
		Total Number of POs	487	Total	2,388,019.89

### **Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	449	1,286,854.26
09	Charter School	5	6,489.74
11	Adult Education	1	1,885.00
12	Child Development	5	2,399.27
13	Cafeteria	8	205,987.33
21	Building Fund	18	535,185.79
25	Developer Fees	1	349,218.50
		Total	2,388,019.89

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.

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<sup>\*\*\*</sup> See the last page for criteria limiting the report detail.

## **PO Changes**

		Fund/	Description	Changa Amarra
	New PO Amount	Object	Description	Change Amount
B20-00024	425.00	11-4320	Adult Education/Non-Instructional Materials/Su	25.00
B20-00086	6,000.00	01-5832	General Fund/Transportation-Field Trips	2,475.78-
320-00104	2,600.00	01-4320	General Fund/Non-Instructional Materials/Su	600.00
320-00156	4,900.00	01-4331	General Fund/Transportation Repair Parts	2,900.00
320-00162	11,500.00	01-4331	General Fund/Transportation Repair Parts	7,500.00
320-00193	9,369.27	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
320-00195	1,700.00	01-4320	General Fund/Non-Instructional Materials/Su	1,200.00
320-00198	740.00	01-4320	General Fund/Non-Instructional Materials/Su	240.00
320-00219	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
320-00221	1,000.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
320-00230	5,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
320-00231	.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00-
320-00232	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00-
320-00233	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
320-00267	2,837.00	01-5800	General Fund/Other Contractual Expenses	2,000.00
320-00274	7,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00
320-00287	1,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
320-00296	3,200.00	01-4320	General Fund/Non-Instructional Materials/Su	700.00
320-00313	4,400.00	01-4320	General Fund/Non-Instructional Materials/Su	600.00-
320-00323	8,301.55	01-4320	General Fund/Non-Instructional Materials/Su	2,948.15
320-00344	.00	01-5800	General Fund/Other Contractual Expenses	1,000.00-
320-00358	5,451.00	01-5690	General Fund/Other Contracts, Rents, Leases	9,000.00
320-00365	1,500.00	01-5800	General Fund/Other Contractual Expenses	500.00
320-00389	13,000.00	01-5800	General Fund/Other Contractual Expenses	3,000.00
320-00404	16,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,877.51
320-00405	6,000.00	01-4320	General Fund/Non-Instructional Materials/Su	3,000.00-
320-00439	29,500.00	01-4320	General Fund/Non-Instructional Materials/Su	2,245.06
320-00440	23,950.00	01-4320	General Fund/Non-Instructional Materials/Su	6,950.00
320-00457	15,754.00	01-5832	General Fund/Transportation-Field Trips	754.00
320-00496	.00	01-4320	General Fund/Non-Instructional Materials/Su	10,000.00-
320-00527	2,500.00	01-5100	General Fund/Subagreements for Services abo	1,000.00
320-00554	700.00	11-4320	Adult Education/Non-Instructional Materials/Su	200.00
320-00556	1,080.00	01-4320	General Fund/Non-Instructional Materials/Su	2.23
320-00632	9,000.00	01-5832	General Fund/Transportation-Field Trips	5,000.00
320-00650	6,850.00	01-4331	General Fund/Transportation Repair Parts	2,000.00
320-00663	13,000.00	01-5832	General Fund/Transportation-Field Trips	3,000.00
320-00665	35,000.00	13-4710	Cafeteria/Food	65,000.00-
	•	13-4710	Cafeteria/Food	53,696.00-
320-00677	25,000.00	1.3-4/10		3.3 NAN UU-

<sup>\*\*\*</sup> 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.

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# PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B20-00681 —	50,000.00	13-4710	Cafeteria/Food	60,000.00-
B20-00683	31,000.00	13-4710	Cafeteria/Food	49,000.00-
B20-00689	158,000.00	13-4710	Cafeteria/Food	142,000.00-
B20-00691	24,000.00	13-4710	Cafeteria/Food	16,000.00-
B20-00694	53,000.00	13-4710	Cafeteria/Food	7,000.00-
B20-00695	50,000.00	13-4710	Cafeteria/Food	30,000.00-
320-00697	22,000.00	13-4710	Cafeteria/Food	8,000.00-
B20-00698	60,000.00	13-4710	Cafeteria/Food	20,000.00-
320-00712	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
320-00764	7,000.00	01-5832	General Fund/Transportation-Field Trips	3,000.00
CHB20-00088	4,500.00	13-4320	Cafeteria/Non-Instructional Materials/Su	3,800.00
CHB20-00090	1,100.00	01-4320	General Fund/Non-Instructional Materials/Su	100.00
CHB20-00101	1,200.00	13-4320	Cafeteria/Non-Instructional Materials/Su	3,800.00-
CHB20-00107	1,850.00	01-4310	General Fund/Instructional Materials/Suppli	550.00
CHB20-00130	34,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB20-00138	5,581.95	01-4310	General Fund/Instructional Materials/Suppli	581.95
CHB20-00145	2,200.00	01-4320	General Fund/Non-Instructional Materials/Su	200.00
CHB20-00150	16,016.00	01-4310	General Fund/Instructional Materials/Suppli	1,300.00
CHB20-00156	8,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
CHB20-00191	19,500.00	01-4310	General Fund/Instructional Materials/Suppli	3,500.00
CHB20-00253	3,640.00	09-4320	Charter School/Non-Instructional Materials/Su	440.00
CHB20-00278	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB20-00279	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB20-00280	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB20-00283	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB20-00326	10,749.52	01-4310	General Fund/Instructional Materials/Suppli	4,749.52
CHB20-00369	20,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB20-00371	12,500.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB20-00372	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB20-00413	3,000.00	01-4310	General Fund/Instructional Materials/Suppli	7,000.00-
CS20-00006	255,000.00	01-5100	General Fund/Subagreements for Services abo	45,000.00-
CS20-00023	95,000.00	01-5100	General Fund/Subagreements for Services abo	45,000.00
CS20-00054	15,000.00	01-5800	General Fund/Other Contractual Expenses	5,000.02
CS20-00243	2,600.00	01-5800	General Fund/Other Contractual Expenses	700.00
N20-00047	6,976.80	01-5100	General Fund/Subagreements for Services abo	180,000.00-
		01-5800	General Fund/Other Contractual Expenses	18,023.20-
			Total PO N20-00047	198,023.20-
P20-00292	45,763.36	01-4320	General Fund/Non-Instructional Materials/Su	8,087.47
P20-01969	14,207,343.70	21-6200	Building Fund/Buildings (Improvements)	746,471.30-

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.

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# **Board Report with Fund**

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**Total PO Changes** 

1,355,415.37-

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.

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ELEMENTARY TRADITIONAL	REG	ULAR ENROLL	MENT	Special	TOTAL MONTH-	PERCENTAGE	AVERAGE CUMUL	ATIVE ACTUAL
				Education	END	FOR THE	ATTEND	
				Grades K-6	ENROLLMENT	MONTH		
	Kdgn	Grades 1-3	Grades 4-6			2019-20120	Cum Attd	PERCENTAGE
						Actual	Days /127	2019-2020
						Attendance	2019-2020	
A M Winn Elementary K-8 Waldorf	62	124	114	20	320	93.23%	306.69	94.64%
Abraham Lincoln El	81	232	242	1	556	92.53%	520.50	94.31%
Alice Birney Waldorf-Inspired K8	88	144	187	0	419	92.77%	400.21	95.82%
Bret Harte Elementary	19	95	94	38	246	91.88%	229.62	93.83%
Caleb Greenwood	71	236	224	1	532	96.73%	515.93	96.53%
Camellia Basic Elementary	70	178	169	13	430	95.05%	419.34	97.03%
Capital City School	1	11	17	0	29	97.29%	27.01	96.46%
Caroline Wenzel Elementary	32	125	105	47	309	93.12%	295.63	94.36%
Cesar Chavez ES	0	0	347	12	359	93.08%	340.95	95.46%
Crocker/Riverside Elementary	96	280	286	0	662	95.08%	640.68	96.47%
David Lubin Elementary	68	230	192	35	525	93.61%	499.85	94.82%
Earl Warren Elementary	62	171	197	15	445	92.56%	424.66	94.94%
Edward Kemble Elementary	142	413	0	13	568	90.47%	528.00	93.83%
Elder Creek Elementary	116	349		1	809	94.59%	772.07	95.96%
Ethel I Baker Elementary	94	238	258	13	603	91.87%	564.65	93.80%
Ethel Phillips Elementary	72	202	177	19	470	92.90%	445.97	94.50%
Father Keith B Kenny K-8 School	40	136	129	25	330	91.91%	310.09	92.94%
Genevieve Didion Elementary	63	211	194	13	481	95.11%	469.22	96.95%
Golden Empire Elementary	72	235		14	603	94.10%	577.37	96.09%
H W Harkness Elementary	63	138		14	356	92.03%	334.47	94.47%
Hollywood Park Elementary	40	141	128	37	346	90.43%	313.61	93.60%
Home/Hospital	4	12	18	7	41	100.00%	15.96	100.00%
Hubert H. Bancroft Elementary	84	170		28	439	93.58%	413.61	94.25%
Isador Cohen Elementary	24	115		23	276	93.04%	256.82	94.33%
James W Marshall Elementary	47	166		34	392	94.88%	368.40	95.21%
John Bidwell Elementary	40	104	118	9	271	90.95%	252.24	94.23%
John Cabrillo Elementary	43	120		45	352	91.70%	325.76	94.20%
John D Sloat Elementary	69	112		26	302	89.93%	271.13	92.61%
John H. Still K-8	80	287	274	13	654	91.67%	610.39	93.62%
John Morse Therapeutic Center	0	0	_	40	40	91.22%	32.03	90.16%
Leataata Floyd Elementary Leonardo da Vinci K - 8 School	34	124		14	315	90.28% 93.20%	292.95 703.13	92.48% 96.19%
Mark Twain Elementary	120	286 135		34 27	731 302	93.20%		96.19%
,	42 56	119		39	302	92.86%	284.06 305.34	94.01%
Martin Luther King Jr Elementary Matsuyama Elementary	72	234	269	0	575	93.28%	548.77	94.68%
Nicholas Elementary	72	234	250	23	627	91.28%	584.99	93.96%
O W Erlewine Elementary	31	114		23	298	92.61%	274.06	94.55%
Oak Ridge Elementary	72	208		6	479	90.85%	448.41	93.30%
Pacific Elementary	120			0	716	93.31%	672.21	94.25%
Parkway Elementary School	71			37	539	90.92%	499.32	93.21%
Peter Burnett Elementary	52	186		25	462	93.11%	434.99	94.52%
Phoebe A Hearst Elementary	96			0	678	94.85%	655.69	96.81%
Pony Express Elementary	48			8	394	93.85%	378.00	95.59%
Rosa Parks K-8 School	47	140		12	350	93.10%	286.08	94.54%
Sequoia Elementary	47	179		10	396	92.50%	372.80	95.26%
Success Academy K-8	0			0	3	79.10%	4.95	81.69%
Susan B Anthony Elementary	46			1	323	94.33%	313.72	96.51%
Sutterville Elementary	68			7	475	92.32%	453.72	95.83%
Tahoe Elementary	71	117		52	361	93.22%	343.23	94.61%
Theodore Judah Elementary	94			19	522	94.83%	499.19	95.32%
Washington Elementary	67	130		14	299	92.24%	286.71	94.26%
William Land Elementary	51	176		0	411	93.15%	394.98	95.39%
Woodbine Elementary	46			28	332	93.16%	296.69	94.28%
TOTAL ELEMENTARY SCHOOLS	3,167	9,054	8,919	934	22,074	92.93%	20,817	94.90%

Change from Prior month	17	37

MIDDLE SCHOOLS	RFGL	REGULAR ENROLLMENT				PERCENTAGE	AVERAGE CUMULATIVE	
5522 56116 525						FOR THE	ACTUAL ATTENDANCE	
			Special TOTAL MONTH	MONTH	ACTOREATTENDANCE			
	Grade 7	Grade 8	Total Grades	Education	END	2019-2020	Cum Attd	PERCENTAGE
	Graue /	Graue o	7-8	Grades 7-8	ENROLLMENT			
			7-8			Actual	Days/127	2019-2020
A A A A A C C C C C C C C C C C C C C C	42	20	62		62	Attendance	2019-2020	04.050/
A M Winn Elementary K-8 Waldorf	42	20	62	0	62	93.78%		94.96%
Albert Einstein MS	339	378		48	765	91.84%		94.24%
Alice Birney Waldorf-Inspired K8	60	58	118	0	118	94.03%	112.73	95.89%
California MS	493	414	907	13	920	93.47%	889.31	94.82%
Capital City School	11	25	36	0	36	89.31%	28.69	90.80%
Fern Bacon MS	341	350	691	53	744	92.86%	698.29	94.27%
Genevieve Didion Elementary	52	51	103	0	103	96.44%	99.02	97.59%
Home/Hospital	6	12	18	4	22	100.00%	6.96	100.00%
John H. Still K-8	142	139	281	22	303	92.58%	285.33	95.40%
John Morse Therapeutic Center	0	0	0	11	11	84.09%	8.55	84.45%
Kit Carson IB Academy	201	164	365	35	400	91.22%	376.14	93.24%
Leonardo da Vinci K - 8 School	53	65	118	19	137	94.49%	133.32	97.13%
Martin Luther King Jr Elementary	32	47	79	0	79	97.09%	76.86	96.77%
Rosa Parks K-8 School	182	215	397	42	439	92.34%	408.61	93.46%
Sam Brannan MS	179	207	386	46	432	92.55%	415.75	94.30%
School of Engineering and Science	130	115	245	0	245	94.31%	240.76	96.55%
Success Academy K-8	7	12	19	0	19	85.88%	7.60	81.43%
Sutter MS	569	587	1156	30	1186	94.51%	1145.09	96.17%
Will C Wood MS	339	355	694	50	744	93.78%	704.17	95.52%
Total Middle Schools	3,178	3,214	6,392	373	6,765	93.22%	6,428	94.96%

Change from Prior month (1)	Change from Prior month	(1)	(4)
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HIGH SCHOOLS		REGULA	AR ENROLLN	1ENT		Total Grade	Special	TOTAL MONTH-	PERCENTAGE	AVERAGE CI	JMULATIVE
						9-12	Education	END	FOR THE	ACTUAL AT	TENDANCE
							Grades 9-12	ENROLLMENT	MONTH		
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12				2019-2020	Cum Attd	PERCENTAGE
									Actual	Days/127	2019-2020
									Attendance	2019-2020	
American Legion HS	146	0	0	0	0	145	1	146	84.18%	135.39	82.51%
Arthur A. Benjamin Health Prof	0	43	46	53	51	193	18	211	91.67%	199.25	93.92%
C K McClatchy HS	0	631	582	531	511	2255	78	2333	90.75%	2139.21	92.56%
Capital City School	0	29	67	101	103	300	1	301	90.54%	264.48	92.11%
Hiram W Johnson HS	0	429	439	307	322	1497	155	1652	89.65%	1487.43	91.96%
Home/Hospital	0	11	21	13	2	47	19	66	100.00%	20.79	100.00%
John F Kennedy HS	0	523	498	473	441	1935	120	2055	92.77%	1963.58	94.27%
Kit Carson 7-12	0	75	54	23	12	164	0	164	92.99%	162.02	95.69%
Luther Burbank HS	0	404	367	383	324	1478	138	1616	90.24%	1495.92	92.61%
Rosemont HS	0	388	276	290	249	1203	105	1308	92.57%	1252.32	94.12%
School of Engineering and Science	0	104	71	56	36	267	1	268	94.62%	265.32	95.64%
West Campus HS	0	196	216	198	223	833	0	833	95.65%	814.54	97.34%
TOTAL HIGH SCHOOLS	146	2,833	2,637	2,428	2,274	10,317	636	10,953	91.55%	10,200	93.35%

Change from Prior month	(5)	(63)
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DISTRICT TOTALS	TOTAL MONTH-	PERCENTAGE FOR THE MONTH		CUMULATIVE ITENDANCE
DISTRICT TOTALS	ENROLLMENT	2019-2020 Actual Attendance	Cum Attd Days/127	PERCENTAGE 2019-2020
		Attendance	2019-2020	2013-2020
ELEMENTARY	22,074	92.93%	20,817	94.90%
MIDDLE	6,765	93.22%	6,428	94.96%
HIGH SCHOOL	10,953	91.55%	10,200	93.35%
TOTAL ALL DISTRICT SEGMENTS	39,792	92.60%	37,402	94.49%

Total Non-Public Schools as of 4/15/20	339
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Non- Public Change from Prior month	3

		RE	GULAR ENRO	LLMENT				PERCENTAGE		CUMULATIVE
						Special	TOTAL MONTH-	FOR THE	ACTUAL ATTENDANCE	
2019-2020 DEPENDENT CHARTER SCHOOLS						Education	END	MONTH		
2013 2020 BEI ENDERN CHARTER SCHOOLS	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12	Grades K-12	ENROLLMENT	2019-2020	2019-2020	PERCENTAGE
						Grades K-12	LINICOLLIVILINI	Actual		2019-2020
								Attendance		
Bowling Green-Mc Coy	60	205	178	0	0	1	444	93.34%	424.13	95.09%
Bowling Green-Chacon	48	148	150	0	0	0	346	95.26%	336.32	97.10%
George W. Carver SAS	0	0	0	0	250	11	261	91.13%	247.11	93.72%
New Joseph Bonnheim Charter	47	141	127	0	0	1	316	94.09%	290.49	93.91%
New Tech High	0	0	0	0	163	0	163	94.16%	155.43	95.38%
The Met High School	0	0	0	0	250	1	251	97.67%	255.21	97.60%
TOTAL DEPENDENT CHARTER SCHOOLS	155	494	455	0	663	14	1,781	94.20%	1,708.69	95.49%

2019-2020 INDEPENDENT CHARTER		RE	GULAR ENRO	LLMENT	_	Special TOTAL MONTH-		PERCENTAGE	AVERAGE CUMULATIVE	
SCHOOLS								FOR THE	ACTUAL ATTENDANCE	
SCHOOLS						Education	END	MONTH		
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12	Grades K-12	ENROLLMENT	2019-2020	2019-2020	PERCENTAGE
						Grades K-12		Actual		2019-2020
								Attendance		
CA Montessori Project Capitol Campus	44	130	115	35	0	0	324	95.38%	313.49	96.05%
Capitol Collegiate Academy	58	150	140	38	0	0	386	96.12%	375.34	96.42%
Aspire Capitol Heights Academy	42	104	62	0	0	0	208	90.72%	204.53	91.73%
Growth Public Schools	58	140	0	0	0	0	198	93.57%	194.54	93.98%
Language Academy	85	198	199	126	0	0	608	95.29%	586.29	96.57%
PS 7 Elementary	66	167	160	177	0	0	570	89.72%	534.83	91.70%
Sacramento Charter HS	0	0	0	0	486	0	486	92.57%	454.04	93.16%
SAVA	0	0	0	70	658	0	728	93.96%	629.75	94.35%
Sol Aureus College Preparatory	50	154	144	57	0	0	405	96.11%	386.23	95.65%
Yav Pem Suab Academy	72	213	197	0	0	0	482	96.46%	462.60	96.33%
TOTAL INDEPENDENT CHARTER SCHOOLS	475	1,256	1,017	503	1,144	-	4,395	93.99%	4,141.64	94.60%

			Chang	ge from Prior	montn	-	48			
TOTAL CHARTER SCHOOLS	630	1,750	1,472	503	1,807	14	6,176	94.10%	5,850.33	95.04%

ADULT EDUCATION	ENROLLMENT	H	OURS EARNED		2019-20 CUMULATIVE ADA			
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL	
A. Warren McClaskey Adult Center	369	0	10,947.00	10,947.00	0	305.43	305.43	
Charles A. Jones Career & Education Center	495	0	14,668.08	14,668.08	0	397.32	397.32	
TOTAL ADULT EDUCATION	864		25,615.08	25,615.08		702.75	702.75	

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 6, ENDING FRIDAY, MARCH 20, 2020 GRADE BY GRADE ENROLLMENT

REGULAR CLASS ENROLLMENT								TOTAL
ELEMENTARY SCHOOLS	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	62	42	40	42	40	44	30	300
Abraham Lincoln El	81	80	80	72	66	84	92	555
Alice Birney Waldorf-Inspired K8	88	48	48	48	63	64	60	419
Bret Harte Elementary	19	30	30	35	33	32	29	208
Caleb Greenwood	71	96	70	70	65	94	65	531
Camellia Basic Elementary	70	61	61	56	59	58	52	417
Capital City School	1	1	5	5	4	4	9	29
Caroline Wenzel Elementary	32	37	42	46	26	39	40	262
Cesar Chavez ES	0	0	0	0	123	110	114	347
Crocker/Riverside Elementary	96	92	96	92	98	89	99	662
David Lubin Elementary	68	70	80	80	73	57	62	490
Earl Warren Elementary	62	57	51	63	74	59	64	430
Edward Kemble Elementary	142	135	135	143	0	0	0	555
Elder Creek Elementary	116	120	112	117	115	95	133	808
Ethel I Baker Elementary	94	72	83	83	97	85	76	590
Ethel Phillips Elementary	72	71	65	66	56	54		451
Father Keith B Kenny K-8 School	40	46	42	48	49	43		305
Genevieve Didion Elementary	63	70	73	68	64	64	66	468
Golden Empire Elementary	72	72	78	85	99	92	91	589
H W Harkness Elementary	63	46	48	44	50	48		342
Hollywood Park Elementary	40	46	47	48	45	50		309
Home/Hospital	4	2	4	6	3	6	9	34
Hubert H. Bancroft Elementary	84	55	43	72	48	52	57	411
Isador Cohen Elementary	24	40	36	39	40	37	37	253
James W Marshall Elementary	47	71	48	47	58	41	46	
John Bidwell Elementary	40	32	43	29	37	49	32	262
John Cabrillo Elementary	43	35	38	47	49	43		
John D Sloat Elementary	69	41	39	32	31	33		
John H. Still K-8	80	95	86	106	91	101		641
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	34	36	44	44	57	50	36	301
Leonardo da Vinci K - 8 School	120	95	95	96	97	98		
Mark Twain Elementary	42	47	41	47	32	33		275
Martin Luther King Jr Elementary	56	38	36	45	31	33	43	282
Matsuyama Elementary	72	71	92	71	84	96	89	575
Nicholas Elementary	73	94	94	93	92	91	67	604
O W Erlewine Elementary	31	43	36	35	43	38	50	276
Oak Ridge Elementary	72	70	59	79	77	53	63	473
Pacific Elementary	120	96	109	96	98	99	98	716
Parkway Elementary School	71	71	71	72	66	85	66	502
Peter Burnett Elementary	52	60	67	59	62	71	66	437
Phoebe A Hearst Elementary	96	96	96		98	99		
Pony Express Elementary	48	48	63		58			
Rosa Parks K-8 School	47	43	49	48	49			338
Sequoia Elementary	47	49	62	68	53	47		
Success Academy K-8	0	0	0	0	0	2		
Susan B Anthony Elementary	46	48	47	39	62	40		
Sutterville Elementary	68	68	69	67	61	76		
Tahoe Elementary	71	45	32	40	39	33		
Theodore Judah Elementary	94	71	82	66	62	62		
Washington Elementary	67	43	42	45	32	25		
William Land Elementary	51	62	55	59	56	55		
Woodbine Elementary	46	47	41	39	53			
TOTAL	3,167	3,004	3,005	3,045	3,018	2,959	2,942	21,140

Elementary	Total Enrollment	Total Absences	Actual Days of Attendance	Days Enrolled	Percentage of Attendance
A M Winn Elementary K-8 Waldorf	320	2204	38949	41153	94.64%
Abraham Lincoln El	556	3991	66104	70095	94.31%
Alice Birney Waldorf-Inspired K8	419	2215	50826	53041	95.82%
Bret Harte Elementary	246	1917	29162	31079	93.83%
Caleb Greenwood	532	2075	57784	59859	96.53%
Camellia Basic Elementary	430	1630	53256	54886	97.03%
Capital City School	29	126	3430	3556	96.46%
Caroline Wenzel Elementary	309	2244	37545	39789	94.36%
Cesar Chavez ES	359	2061	43301	45362	95.46%
Crocker/Riverside Elementary	662	2974	81366	84340	96.47%
David Lubin Elementary	525	3466	63481	66947	94.82%
Earl Warren Elementary	445	2872	53932	56804	94.94%
Edward Kemble Elementary	568	4408	67056	71464	93.83%
Elder Creek Elementary	809	4133	98053	102186	95.96%
Ethel I Baker Elementary	603	4743	71711	76454	93.80%
Ethel Phillips Elementary	470	3297	56638	59935	94.50%
Father Keith B Kenny K-8 School	330	2992	39381	42373	92.94%
Genevieve Didion Elementary	481	1877	59591	61468	96.95%
Golden Empire Elementary	603	2986	73326	76312	96.09%
H W Harkness Elementary	356	2485	42478	44963	94.47%
Hollywood Park Elementary	346	2725	39828	42553	93.60%
Home/Hospital	41	0	2027.7	2027.7	100.00%
Hubert H. Bancroft Elementary	439	3207	52529	55736	94.25%
Isador Cohen Elementary	276	1961	32616	34577	94.33%
James W Marshall Elementary	392	2353	46787	49140	95.21%
John Bidwell Elementary	271	1961	32034	33995	94.23%
John Cabrillo Elementary	352	2546	41372	43918	94.20%
John D Sloat Elementary	302	2747	34434	37181	92.61%
John H. Still K-8	654	5283	77519	82802	93.62%
John Morse Therapeutic Center	40	444	4068	4512	90.16%
Leataata Floyd Elementary	315	3026	37204	40230	92.48%
Leonardo da Vinci K - 8 School	731	3537	89298	92835	96.19%
Mark Twain Elementary	302	2300	36076	38376	94.01%
Martin Luther King Jr Elementary	321	2178	38778	40956	94.68%
Matsuyama Elementary	575	2738	69694	72432	96.22%
Nicholas Elementary	627	4772	74294	79066	93.96%
O W Erlewine Elementary	298	2008	34806	36814	94.55%
Oak Ridge Elementary	479	4089	56948	61037	93.30%
Pacific Elementary	716	5210	85371	90581	94.25%
Parkway Elementary School	539	4623	63414	68037	93.21%
Peter Burnett Elementary	462	3201	55244	58445	94.52%
Phoebe A Hearst Elementary	678	2744	83273	86017	96.81%
Pony Express Elementary	394	2213	48006	50219	95.59%
Rosa Parks K-8 School	350	2398	41482	43880	94.54%
Sequoia Elementary	396	2354	47345	49699	95.26%
Success Academy K-8	3	141	629	770	81.69%
Susan B Anthony Elementary	323	1441	39842	41283	96.51%
Sutterville Elementary	475	2508	57623	60131	95.83%
Tahoe Elementary	361	2484	43590	46074	94.61%
Theodore Judah Elementary	522	3111	63397	66508	95.32%
Washington Elementary	299	2218	36412	38630	94.26%
William Land Elementary	411	2426	50163	52589	95.39%
Woodbine Elementary	332	2288	37679	39967	94.28%
Total	22,074	141,931	2,641,153	2,783,084	94.90%

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 7, ENDING FRIDAY, MARCH 20, 2020 CUMULATIVE TOTAL ABSENCES

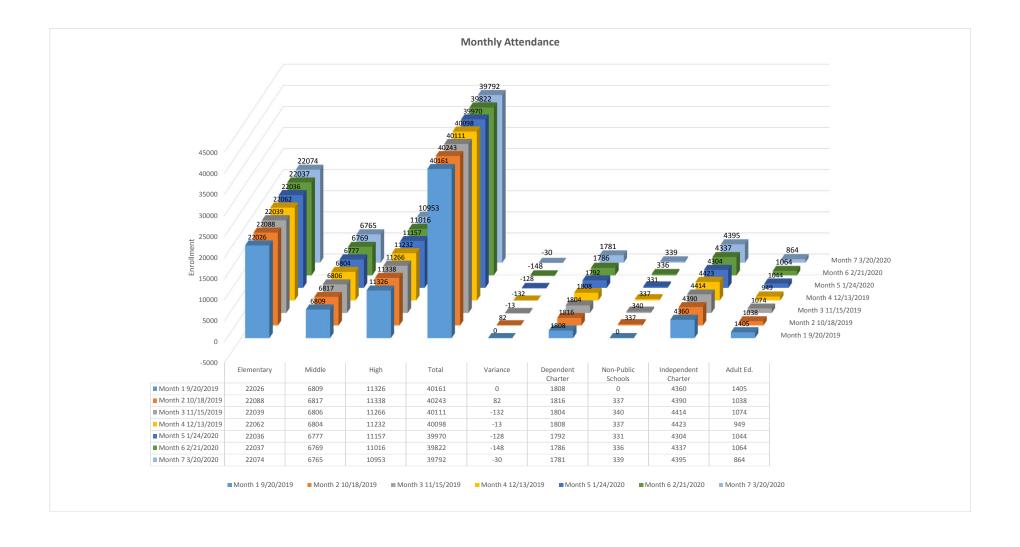
Middle	Total Enrollment	Total Absences	Actual Days of Attendance	Days Enrolled	Percentage of Attendance
A M Winn Elementary K-8 Waldorf	62	399	7514	7913	94.96%
Albert Einstein MS	765	5679	92960	98639	94.24%
Alice Birney Waldorf-Inspired K8	118	614	14317	14931	95.89%
California MS	920	6171	112942	119113	94.82%
Capital City School	36	369	3644	4013	90.80%
Fern Bacon MS	744	5388	88683	94071	94.27%
Genevieve Didion Elementary	103	310	12576	12886	97.59%
Home/Hospital	22	0	884	884	100.00%
John H. Still K-8	303	1748	36237	37985	95.40%
John Morse Therapeutic Center	11	200	1086	1286	84.45%
Kit Carson IB Academy	400	3464	47770	51234	93.24%
Leonardo da Vinci K - 8 School	137	501	16932	17433	97.13%
Martin Luther King Jr Elementary	79	326	9761	10087	96.77%
Rosa Parks K-8 School	439	3631	51894	55525	93.46%
Sam Brannan MS	432	3191	52800	55991	94.30%
School of Engineering and Science	245	1091	30576	31667	96.55%
Success Academy K-8	19	220	965	1185	81.43%
Sutter MS	1186	5796	145427	151223	96.17%
Will C Wood MS	744	4196	89429	93625	95.52%
Total	6,765	43,294	816,397	859,691	94.96%

#### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 7, ENDING FRIDAY, MARCH 20, 2020 CUMULATIVE TOTAL ABSENCES

High School	Total Enrollment	Total Absences	Actual Days of Attendance	Days Enrolled	Percentage of Attendance
American Legion HS	146	3645	17195	20840	82.51%
Arthur A. Benjamin Health Prof	211	1637	25305	26942	93.92%
C K McClatchy HS	2333	21829	271680	293509	92.56%
Capital City School	301	2877	33589	36466	92.11%
Hiram W Johnson HS	1652	16511	188904	205415	91.96%
Home/Hospital	66	0	2640.44	2640.44	100.00%
John F Kennedy HS	2055	15154	249375	264529	94.27%
Kit Carson IB Academy	164	927	20577	21504	95.69%
Luther Burbank HS	1616	15168	189982	205150	92.61%
Rosemont HS	1308	9938	159045	168983	94.12%
School of Engineering and Science	268	1536	33695	35231	95.64%
West Campus HS	833	2829	103446	106275	97.34%
Total	10953	92051	1,295,433	1,387,484	93.37%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
Total All Schools	39792	277276	4,752,983	5,030,259	94.49%

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
2018-2019 Actual		40,660	38,425	94.50%	
2019-2020 Projected		40,236	38,212	94.97%	
Month 01	331	40,161	38,309	96.50%	
Month 02	337	40,243	38,194	95.99%	-0.51%
Month 03	340	40,111	38,040	95.60%	-0.39%
Month 04	337	40,098	37,897	95.27%	-0.33%
Month 05	339	39,970	37,747	94.97%	-0.30%
Month 06	336	39,822	37,614	94.83%	-0.14%
Month 07	339	39,740	37,402	94.49%	-0.34%





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.2

Meeting Date: May 7, 2020
<u>Subject</u> : Monthly Suspension Report – March (March 13 Last Physical School Day)
<ul> <li>☐ Information Item Only</li> <li>☐ Approval on Consent Agenda</li> <li>☐ Conference (for discussion only)</li> <li>☐ Conference/First Reading (Action Anticipated:)</li> <li>☐ Conference/Action</li> <li>☐ Action</li> <li>☐ Public Hearing</li> </ul>
<u>Division</u> : Continuous Improvement and Accountability Office

**Background/Rationale:** The goal of this report is to provide a monthly update to the board of education on key trends in the suspension data. The data are presented in multiple views, including by grade span, school, ethnicity/race, gender, and program participation.

The report format and field descriptions are modeled after the official CDE suspension report.

The following is a glossary of the field descriptions:

**Recommendation**: None

- **Cumulative Enrollment:** Cumulative Enrollment consists of the total number of students who were actively enrolled from the beginning of school through the Report Month. For mobile students, they will be counted in the cumulative enrollment for each school in which they have attended during the school year.
- **Suspension Incidents:** Total count of ALL suspension incidents off campus and on campus issued from the beginning of school through the report month at the selected entity for the selected population.
- Distinct Count of Students Suspended: Total distinct count of ALL students suspended one or more times. Students who are suspended multiple times are only counted once.

- **Suspension Rate:** The Distinct Count of Suspended Students divided by Cumulative Enrollment.
- Percent of Students Suspended with Multiple Suspensions: The number of students with two or more suspensions divided by the Distinct Count of Suspended Students.

Financial Considerations: None

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

# **Documents Attached:**

1. Draft suspension report

Estimated Time of Presentation: N/A

Submitted by: Vincent Harris, Chief Continuous Improvement and

**Accountability Officer** 

**Approved by**: Jorge A. Aguilar, Superintendent

# **Suspension Report**

Year to Date 08/31/2019 - 03/31/2020 DRAFT

School Segment	School	Cumulative	Cumulative	Change in	Suspension	Suspension	Change in	Distinct	Distinct	Change in	Percent of	Percent of	Change in	Students With	Students With	Change in PY	Percent	Percent	Change in
		Enrollment	Enrollment	PY to CY	Incidents CY	Incidents PY	PY to CY	Count of	Count of	PY to CY	Students	Students	PY to CY	Multiple		to CY	Students	Students	PY to CY
		CY	PY	Cumulative			Suspension	Students	Students	Distinct	With a	With a	Percent of	Suspensions	Suspensions	Students With	With	With	Percent
				Enrollment			Incidents	Suspended	Suspended	Count of	Suspension	Suspension	Students	CY	PY	Multiple	Multiple	Multiple	Students
								CY	PY	Students	CY	PY	With a			Suspensions	Suspensions	Suspensions	
										Suspended			Suspension				CY	PY	Multiple
																			Suspensions
Elementary	Districtwide	21114	21530	(416)	612	938	(326)	383	534	(151)	1.8	2.5	(0.7)	101	187	(86)	26.4	35.0	(8.6)
K8 & Middle	Districtwide	9928	10082	(154)	717	836	(119)	464	557	(93)	4.7	5.5	(0.9)	147	153	(6)	31.7	27.5	4.2
High	Districtwide	13401	13429	(28)	847	1411	(564)	615	907	(292)	4.6	6.8	(2.2)	152	276	(124)	24.7	30.4	(5.7)
All Grade Spans	All Grade Spans	44443	45041	(598)	2176	3185	(1009)	1462	1998	(536)	3.3	4.4	(1.1)	400	616	(216)	27.4	30.8	(3.4)

The above report formats (and the field descriptions) are based on the official CDE suspension report at https://data1.ede.ca.gov/dataquest/dqCensus/DisSuspRateLevels.aspx?year=2017-18&agglevel=District&cds=3467439. The following is a glossary of the field descriptions.

Cumulative Enrollment: Cumulative Enrollment consists of the total number of students who were actively enrolled from the beginning of school through the Report Month. For mobile students, they will be counted in the cumulative enrollment for each school in which they have attended during the school year. Students who attend multiple schools are only counted once in the district total.

Suspension Incidents: Total count of ALL suspension incidents - off campus and on campus - issued from the beginning of school through the report month. at the selected entity for the selected population using the available filters.

Distinct Count of Suspended Students: Total distinct count of ALL students suspended one or more times. Students who are suspended multiple times are only counted once.

Suspension Rate: The Distinct Count of Suspended Students divided by Cumulative Enrollment.

# **Suspension Report**

Year to Date - African American students only 08/31/2019 - 03/31/2020 DRAFT

School Segment	School	Cumulative	Cumulative	Change in	Suspension	Suspension	Change in	Distinct	Distinct	Change in	Percent of	Percent of	Change in	Students With	Students With	Change in PY	Percent	Percent	Change in
		Enrollment	Enrollment	PY to CY	Incidents CY	Incidents PY	PY to CY	Count of	Count of	PY to CY	Students	Students	PY to CY	Multiple	Multiple	to CY	Students	Students	PY to CY
		CY	PY	Cumulative			Suspension	Students	Students	Distinct	With a	With a	Percent of	Suspensions	Suspensions	Students With	With	With	Percent
				Enrollment			Incidents	Suspended	Suspended	Count of	Suspension	Suspension	Students	CY	PY	1	1		Students
								CY	PY	Students	CY	PY	With a			Suspensions	Suspensions	Suspensions	
										Suspended			Suspension				CY	PY	Multiple
																			Suspensions
Elementary	Districtwide	2997	3012	(15)	290	415	(125)	171	227	(56)	5.7	7.5	(1.8)	46	85	(39)	26.9	37.4	(10.5)
K8 & Middle	Districtwide	1400	1435	(35)	293	376	(83)	170	235	(65)	12.1	16.4	(4.2)	61	71	(10)	35.9	30.2	5.7
High	Districtwide	2036	2109	(73)	333	541	(208)	219	308	(89)	10.8	14.6	(3.8)	76	117	(41)	34.7	38.0	(3.3)
All Grade Spans	All Grade Spans	6433	6556	(123)	916	1332	(416)	560	770	(210)	8.7	11.7	(3)	183	273	(90)	32.7	35.5	(2.8)

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Suspension Incidents: Total count of ALL suspension incidents - off campus and on campus - issued from the beginning of school through the report month. at the selected entity for the selected population using the available filters.

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Suspension Rate: The Distinct Count of Suspended Students divided by Cumulative Enrollment.

Suspension Report
Year to Date
08/31/2019 - 03/31/2020
DRAFT

School Segment	School	School	Cumulative	Cumulative	Change in	Suspension	Suspension	Change in	Distinct	Distinct	Change in	Percent of	Percent of	Change in	Students	Students	Change in	Percent	Percent	Change in
School Segment	School	Number	Enrollment	Enrollment	PY to CY	Incidents	Incidents PY		Count of	Count of	PY to CY	Students	Students	PY to CY	With	With	PY to CY	Students	Students	PY to CY
			CY	PY	Cumulative	CY		Suspension	Students	Students	Distinct	With a	With a	Percent of	Multiple	Multiple	Students	With	With	Percent
					Enrollment			Incidents	Suspended	Suspended	Count of	Suspension	Suspension	Students	Suspensions	Suspensions	With	Multiple	Multiple	Students
									CY	PY	Students	CY	PY	With a	CY	PY	Multiple		Suspensions	With
											Suspended			Suspension			Suspensions	CY	PY	Multiple
																				Suspensions
	Abraham Lincoln El	097	663	632	31	11	33	(22)	5	21	(16)	0.8	3.3	(2.6)	2	7	(5)	40	33.3	6.7
	Bowling Green	024	845	864	(19)	10	8	2	9	7	2	1.1	0.8	0.3	1	1	0	11.1	14.3	(3.2)
	Bret Harte Elementary	029	280	301	(21)	43	46	(3)	19	20	(1)	6.8	6.6	0.1	9	8	1	47.4	40	7.4
	Caleb Greenwood	032	568	557	11	3	5	(2)	2	4	(2)	0.4	0.7	(0.4)	1	1	0	50	25	25
Elementary	Camellia Basic Elementary	035	445	449	(4)	0	2	(2)	0	2	(2)	0	0.4	(0.4)	0	0	0	0	0	0
	Caroline Wenzel Elementary	037	360	348	12	13	3	10	12	2	10	3.3	0.6	2.8	1	1	0	8.3	50	(41.7)
Elementary	Cesar Chavez ES 4-6	098	383	415	(32)	3	69	(66)	3	35	(32)	0.8	8.4	(7.7)	0	16	(16)	0	45.7	(45.7)
Elementary	Crocker/Riverside Elementary	300	677	680	(3)	2	0	2	2	0	2	0.3	0	0.3	0	0	0	0	0	0
Elementary	David Lubin Elementary	059	562	600	(38)	13	13	0	10	9	1	1.8	1.5	0.3	2	4	(2)	20	44.4	(24.4)
	Earl Warren Elementary	095	479	470	9	8	3	5	7	3	4	1.5	0.6	0.8	1	0	1	14.3	0	14.3
	Edward Kemble K-3	100	624	636	(12)	8	31	(23)	8	17	(9)	1.3	2.7	(1.4)	0	6	(6)	0	35.3	(35.3)
	Elder Creek Elementary	104	871	834	37	9	57	(48)	8	27	(19)	0.9	3.2	(2.3)	1	13	(12)	12.5	48.1	(35.6)
	Ethel I Baker Elementary	108	697	745	(48)	23	50	(27)	16	31	(15)	2.3	4.2	(1.9)	4	14	(10)	25	45.2	(20.2)
	Ethel Phillips Elementary	110	534	579	(45)	40	78	(38)	17	35	(18)	3.2	6.0	(2.9)	7	17	(10)	41.2	48.6	(7.4)
Elementary	Father Keith B Kenny School	117	407	434	(27)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elementary	Golden Empire Elementary	130	629	644	(15)	14	9	5	5	8	(3)	0.8	1.2	(0.4)	3	1	2	60	12.5	47.5
Elementary	H W Harkness Elementary	139	411	402	9	31	13	18	16	5	11	3.9	1.2	2.6	3	4	(1)	18.8	80	(61.3)
Elementary	Hollywood Park Elementary	142	387	379	8	24	27	(3)	19	14	5	4.9	3.7	1.2	4	3	1	21.1	21.4	(0.4)
Elementary	Hubert H. Bancroft Elementary	144	481	507	(26)	8	15	(7)	4	9	(5)	0.8	1.8	(0.9)	2	4	(2)	50	44.4	5.6
Elementary	Isador Cohen Elementary	146	319	327	(8)	8	23	(15)	8	18	(10)	2.5	5.5	(3)	0	3	(3)	0	16.7	(16.7)
Elementary	James W Marshall Elementary	305	452	475	(23)	4	8	(4)	4	3	1	0.9	0.6	0.3	0	3	(3)	0	100	(100)
Elementary	John Bidwell Elementary	153	301	319	(18)	8	11	(3)	5	8	(3)	1.7	2.5	(0.8)	2	2	0	40	25	15
Elementary	John Cabrillo Elementary	163	394	424	(30)	17	21	(4)	11	19	(8)	2.8	4.5	(1.7)	4	2	2	36.4	10.5	25.8
Elementary	John D Sloat Elementary	168	347	317	30	15	47	(32)	6	24	(18)	1.7	7.6	(5.8)	2	7	(5)	33.3	29.2	4.2
Elementary	Leataata Floyd Elementary	148	372	371	1	22	22	0	13	12	1	3.5	3.2	0.3	3	4	(1)	23.1	33.3	(10.3)
Elementary	Mark Twain Elementary	235	350	349	1	9	10	(1)	7	6	1	2	1.7	0.3	1	2	(1)	14.3	33.3	(19)
Elementary	Matsuyama Elementary	242	627	655	(28)	9	29	(20)	6	18	(12)	1.0	2.7	(1.8)	2	1	1	33.3	5.6	27.8
Elementary	New Joseph Bonnheim Charter	185	326	323	3	5	4	1	4	3	1	1.2	0.9	0.3	1	1	0	25	33.3	(8.3)
Elementary	Nicholas Elementary	262	724	739	(15)	27	23	4	21	14	7	2.9	1.9	1.0	4	7	(3)	19.0	50	(31)
Elementary	O W Erlewine Elementary	267	315	302	13	3	0	3	3	0	3	1.0	0	1.0	0	0	0	0	0	0
Elementary	Oak Ridge Elementary	265	554	561	(7)	28	8	20	13	5	8	2.3	0.9	1.5	5	1	4	38.5	20	18.5
Elementary	Pacific Elementary	269	853	835	18	26	54	(28)	19	28	(9)	2.2	3.4	(1.1)	4	13	(9)	21.1	46.4	(25.4)
Elementary	Parkway Elementary School	272	623	668	(45)	32	33	(1)	22	21	1	3.5	3.1	0.4	4	6	(2)	18.2	28.6	(10.4)
Elementary	Peter Burnett Elementary	277	520	600	(80)	11	36	(25)	10	24	(14)	1.9	4	(2.1)	1	9	(8)	10	37.5	(27.5)
Elementary	Phoebe A Hearst Elementary	282	681	680	1	5	0	5	5	0	5	0.7	0	0.7	0	0	0	0	0	0
Elementary	Pony Express Elementary	285	440	443	(3)	13	6	7	8	6	2	1.8	1.4	0.5	3	0	3	37.5	0	37.5
Elementary	Sequoia Elementary	327	443	474	(31)	6	15	(9)	5	9	(4)	1.1	1.9	(0.8)	1	3	(2)	20	33.3	(13.3)
Elementary	Susan B Anthony Elementary	101	345	370	(25)	1	4	(3)	1	3	(2)	0.3	0.8	(0.5)	0	1	(1)	0	33.3	(33.3)
Elementary	Sutterville Elementary	354	495	508	(13)	0	1	(1)	0	1	(1)	0	0.2	(0.2)	0	0	0	0	0	0

Elementary	Tahoe Elementary	359	420	434	(14)	32	12	20	18	9	9	4.3	2.1	2.2	9	2	7	50	22.2	27.8
Elementary	Theodore Judah Elementary	363	560	604	(44)	1	44	(43)	1	20	(19)	0.2	3.3	(3.1)	0	6	(6)	0	30	(30)
Elementary	Washington Elementary	379	350	314	36	1	3	(2)	1	2	(1)	0.3	0.6	(0.4)	0	1	(1)	0	50	(50)
Elementary	William Land Elementary	384	444	450	(6)	22	5	17	8	3	5	1.8	0.7	1.1	6	1	5	75	33.3	41.7
Elementary	Woodbine Elementary	390	426	383	43	44	57	(13)	22	29	(7)	5.2	7.6	(2.4)	8	12	(4)	36.4	41.4	(5)
Elementary	Elementary		21114	21530	(416)	612	938	(326)	383	534	(151)	1.8	2.5	(0.7)	101	187	(86)	26.4	35.0	(8.6)
All Grade Span	s All Grade Spans		44443	45041	(598)	2176	3185	(1009)	1462	1998	(536)	3.3	4.4	(1.1)	400	616	(216)	27.4	30.8	(3.4)

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Suspension Report
Year to Date - African American students only
08/31/2019 - 03/31/2020
DRAFT

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School Segment	School	School Number	Cumulative Enrollment	Cumulative Enrollment	Change in PY to CY	Suspension Incidents	Suspension Incidents PY	Change in	Distinct Count of	Distinct Count of	Change in PY to CY	Percent of Students	Percent of Students	Change in PY to CY	Students With	Students With	Change in PY to CY	Percent Students	Percent Students	Change in PY to CY
		Number	CY	PY	Cumulative	CY		Suspension	Students	Students	Distinct	With a	With a	Percent of	Multiple	Multiple	Students	With	With	Percent
				1 1	Enrollment			Incidents	Suspended	1	Count of	Suspension	Suspension	Students	Suspensions	Suspensions	With	Multiple	Multiple	Students
					Linonment			meracins	CY	PY	Students	CY	PY	With a	CY	PY	Multiple	Suspensions	Suspensions	With
									-		Suspended			Suspension			Suspensions	CY	PY	Multiple
											'			1			1			Suspensions
Elementary	Abraham Lincoln El	097	120	95	25	5	17	(12)	1	9	(8)	0.8	9.5	(8.6)	1	5	(4)	100	55.6	44.4
Elementary	Bowling Green	024	105	118	(13)	4	1	3	4	1	3	3.8	0.8	3.0	0	0	0	0	0	0
Elementary	Bret Harte Elementary	029	70	79	(9)	27	9	18	12	8	4	17.1	10.1	7.0	6	1	5	50	12.5	37.5
Elementary	Caleb Greenwood	032	20	16	4	0	1	(1)	0	1	(1)	0	6.3	(6.3)	0	0	0	0	0	0
Elementary	Camellia Basic Elementary	035	27	31	(4)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elementary	Caroline Wenzel Elementary	037	115	89	26	4	2	2	4	1	3	3.5	1.1	2.4	0	1	(1)	0	100	(100)
Elementary	Cesar Chavez ES 4-6	098	86	102	(16)	2	56	(54)	2	26	(24)	2.3	25.5	(23.2)	0	13	(13)	0	50	(50)
Elementary	Crocker/Riverside Elementary	300	15	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elementary	David Lubin Elementary	059	55	52	3	4	4	0	2	2	0	3.6	3.8	(0.2)	1	2	(1)	50	100	(50)
Elementary	Earl Warren Elementary	095	31	22	9	2	0	2	2	0	2	6.5	0	6.5	0	0	0	0	0	0
	Edward Kemble K-3	100	112	119	(7)	4	15	(11)	4	8	(4)	3.6	6.7	(3.2)	0	2	(2)	0	25	(25)
	Elder Creek Elementary	104	47	63	(16)	2	32	(30)	2	13	(11)	4.3	20.6	(16.4)	0	7	(7)	0	53.8	(53.8)
	Ethel I Baker Elementary	108	96	91	5	13	22	(9)	11	11	0	11.5	12.1	(0.6)	1	7	(6)	9.1	63.6	(54.5)
	Ethel Phillips Elementary	110	44	49	(5)	16	27	(11)	5	11	(6)	11.4	22.4	(11.1)	3	7	(4)	60	63.6	(3.6)
	Father Keith B Kenny School	117	103	120	(17)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Golden Empire Elementary	130	67	64	3	3	2	1	1	2	(1)	1.5	3.1	(1.6)	1	0	1	100	0	100
	H W Harkness Elementary	139	97	67	30	15	10	5	10	3	7	10.3	4.5	5.8	1	3	(2)	10	100	(90)
Elementary	Hollywood Park Elementary	142	40	37	3	4	2	2	2	2	0	5	5.4	(0.4)	1	0	1	50	0	50
Elementary	Hubert H. Bancroft Elementary	144	53	53	0	6	6	0	2	3	(1)	3.8	5.7	(1.9)	2	2	0	100	66.7	33.3
Elementary	Isador Cohen Elementary	146	95	92	3	6	8	(2)	6	8	(2)	6.3	8.7	(2.4)	0	0	0	0	0	0
Elementary	James W Marshall Elementary	305	74	79	(5)	1	0	1	1	0	1	1.4	0	1.4	0	0	0	0	0	0
Elementary	John Bidwell Elementary	153	65	80	(15)	4	7	(3)	3	4	(1)	4.6	5	(0.4)	1	2	(1)	33.3	50	(16.7)
Elementary	John Cabrillo Elementary	163	106	116	(10)	9	15	(6)	5	14	(9)	4.7	12.1	(7.4)	2	1	1	40	7.1	32.9
Elementary	John D Sloat Elementary	168	81	85	(4)	15	34	(19)	6	17	(11)	7.4	20	(12.6)	2	5	(3)	33.3	29.4	3.9
Elementary	Leataata Floyd Elementary	148	190	198	(8)	14	14	0	8	7	1	4.2	3.5	0.7	2	2	0	25	28.6	(3.6)
	Mark Twain Elementary	235	46	41	5	1	1	0	1	1	0	2.2	2.4	(0.3)	0	0	0	0	0	0
Elementary	Matsuyama Elementary	242	93	91	2	3	7	(4)	2	7	(5)	2.2	7.7	(5.5)	1	0	1	50	0	50
Elementary	New Joseph Bonnheim Charter	185	41	31	10	3	0	3	3	0	3	7.3	0	7.3	0	0	0	0	0	0
Elementary	Nicholas Elementary	262	145	137	8	17	12	5	13	7	6	9.0	5.1	3.9	2	4	(2)	15.4	57.1	(41.8)
Elementary	O W Erlewine Elementary	267	44	32	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elementary	Oak Ridge Elementary	265	82	86	(4)	21	5	16	8	2	6	9.8	2.3	7.4	4	1	3	50	50	0
	Pacific Elementary	269	94	97	(3)	13	31	(18)	8	14	(6)	8.5	14.4	(5.9)	2	8	(6)	25	57.1	(32.1)
	Parkway Elementary School	272	228	237	(9)	22	19	3	14	12	2	6.1	5.1	1.1	2	3	(1)	14.3	25	(10.7)
	Peter Burnett Elementary	277	77	73	4	2	10	(8)	2	7	(5)	2.6	9.6	(7)	0	2	(2)	0	28.6	(28.6)
	Phoebe A Hearst Elementary	282	21	26	(5)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elementary	Pony Express Elementary	285	54	55	(1)	7	3	4	3	3	0	5.6	5.5	0.1	2	0	2	66.7	0	66.7
Elementary	Sequoia Elementary	327	70	72	(2)	6	4	2	5	3	2	7.1	4.2	3.0	1	1	0	20	33.3	(13.3)
Elementary	Susan B Anthony Elementary	101	23	26	(3)	1	3	(2)	1	2	(1)	4.3	7.7	(3.3)	0	1	(1)	0	50	(50)
Elementary	Sutterville Elementary	354	23	17	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Elementary	Tahoe Elementary	359	72	76	(4)	19	4	15	8	3	5	11.1	3.9	7.2	6	1	5	75	33.3	41.7
Elementary	Theodore Judah Elementary	363	35	34	1	0	18	(18)	0	4	(4)	0	11.8	(11.8)	0	2	(2)	0	50	(50)
Elementary	Washington Elementary	379	61	50	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elementary	William Land Elementary	384	33	32	1	5	3	2	2	1	1	6.1	3.1	2.9	1	1	0	50	100	(50)
Elementary	Woodbine Elementary	390	95	87	8	10	11	(1)	8	10	(2)	8.4	11.5	(3.1)	1	1	0	12.5	10	2.5
Elementary	Elementary		2997	3012	(15)	290	415	(125)	171	227	(56)	5.7	7.5	(1.8)	46	85	(39)	26.9	37.4	(10.5)
All Grade Span	s All Grade Spans		6433	6556	(123)	916	1332	(416)	560	770	(210)	8.7	11.7	(3)	183	273	(90)	32.7	35.5	(2.8)

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# **Suspension Report**

Year to Date 08/31/2019 - 03/31/2020 DRAFT

School Segment	School	School Number	Cumulative Enrollment CY	PY		Suspension Incidents CY	Incidents PY	Change in PY to CY Suspension Incidents	Distinct Count of Students Suspended CY	Distinct Count of Students Suspended PY	Change in PY to CY Distinct Count of Students Suspended	With a	With a Suspension PY	PY to CY	Students With Multiple Suspensions CY	Students With Multiple Suspensions PY	to CY Students With	Percent Students With Multiple Suspensions CY	Students With Multiple	Change in PY to CY Percent Students With Multiple Suspensions
K8 & Middle	A M Winn Elementary K-8 Waldorf	010	403	350	53	11	15	(4)	6	7	(1)	1.5	2	(0.5)	3	3	0	50	42.9	7.1
K8 & Middle	Albert Einstein MS	410	832	879	(47)	130	104	26	77	77	0	9.3	8.8	0.5	30	15	15	39.0	19.5	19.5
K8 & Middle	Alice Birney Waldorf-Inspired K8	173	539	525	14	0	1	(1)	0	1	(1)	0	0.2	(0.2)	0	0	0	0	0	0
K8 & Middle	California MS	415	984	972	12	65	56	9	45	43	2	4.6	4.4	0.1	11	9	2	24.4	20.9	3.5
K8 & Middle	Fern Bacon MS	431	822	863	(41)	78	50	28	48	38	10	5.8	4.4	1.4	20	8	12	41.7	21.1	20.6
K8 & Middle	Genevieve Didion Elementary	350	611	613	(2)	1	1	0	1	1	0	0.2	0.2	0.0	0	0	0	0	0	0
	John H. Still K-8	445	1024	1000	24	105	151	(46)	70	97	(27)	6.8	9.7	(2.9)	21	25	(4)	30	25.8	4.2
K8 & Middle	John Morse Therapeutic Center	111	56	56	0	17	10	7	12	4	8	21.4	7.1	14.3	3	2	1	25	50	(25)
K8 & Middle	Leonardo da Vinci K - 8 School	151	882	891	(9)	15	7	8	8	6	2	0.9	0.7	0.2	6	1	5	75	16.7	58.3
TK & & Whate 1	Martin Luther King Jr Elementary	138	467	464	3	11	41	(30)	10	24	(14)	2.1	5.2	(3)	1	8	(7)	10	33.3	(23.3)
K8 & Middle	Rosa Parks K-8 School	420	877	931	(54)	147	192	(45)	91	119	(28)	10.4	12.8	(2.4)	26	43	(17)	28.6	36.1	(7.6)
	Sam Brannan MS	480	481	525	(44)	50	18	32	37	15	22	7.7	2.9	4.8	10	3	7	27.0	20	7.0
	Success Academy 4-8	179	35	59	(24)	17	60	(43)	8	22	(14)	22.9	37.3	(14.4)	3	16	(13)	37.5	72.7	(35.2)
K8 & Middle		490	1216	1235	(19)	33	37	(4)	23	30	(7)	1.9	2.4	(0.5)	5	6	(1)	21.7	20	1.7
	Will C Wood MS	495	796	827	(31)	37	93	(56)	28	73	(45)	3.5	8.8	(5.3)	8	14	(6)	28.6	19.2	9.4
K8 & Middle	K8 & Middle		9928	10082	(154)	717	836	(119)	464	557	(93)	4.7	5.5	(0.9)	147	153	(6)	31.7	27.5	4.2
All Grade Spans	All Grade Spans		44443	45041	(598)	2176	3185	(1009)	1462	1998	(536)	3.3	4.4	(1.1)	400	616	(216)	27.4	30.8	(3.4)

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# **Suspension Report**

Year to Date - African American students only 08/31/2019 - 03/31/2020 DRAFT

School Segment	School	School Number	Cumulative Enrollment CY	Cumulative Enrollment PY		Suspension Incidents CY	Incidents PY	Change in PY to CY Suspension Incidents	Distinct Count of Students Suspended CY	Distinct Count of Students Suspended PY	Distinct	With a	Percent of Students With a Suspension PY	PY to CY	Students With Multiple Suspensions CY	Students With Multiple Suspensions PY	to CY Students	Percent Students With Multiple Suspensions CY	Percent Students With Multiple Suspensions PY	Change in PY to CY Percent Students With Multiple Suspensions
K8 & Middle	A M Winn Elementary K-8 Waldorf	010	44	34	10	1	0	1	1	0	1	2.3	0	2.3	0	0	0	0	0	0
K8 & Middle	Albert Einstein MS	410	130	120	10	55	32	23	27	23	4	20.8	19.2	1.6	13	3	10	48.1	13.0	35.1
K8 & Middle	Alice Birney Waldorf-Inspired K8	173	24	21	3	0	1	(1)	0	1	(1)	0	4.8	(4.8)	0	0	0	0	0	0
K8 & Middle	California MS	415	127	142	(15)	25	17	8	14	15	(1)	11.0	10.6	0.5	4	2	2	28.6	13.3	15.2
K8 & Middle	Fern Bacon MS	431	137	142	(5)	37	25	12	21	16	5	15.3	11.3	4.1	13	5	8	61.9	31.3	30.7
K8 & Middle	Genevieve Didion Elementary	350	35	43	(8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
K8 & Middle	John H. Still K-8	445	219	220	(1)	44	88	(44)	30	58	(28)	13.7	26.4	(12.7)	8	15	(7)	26.7	25.9	0.8
K8 & Middle	John Morse Therapeutic Center	111	22	28	(6)	12	9	3	8	3	5	36.4	10.7	25.6	2	2	0	25	66.7	(41.7)
K8 & Middle	Leonardo da Vinci K - 8 School	151	52	52	0	2	1	1	1	1	0	1.9	1.9	0	1	0	1	100	0	100
K8 & Middle	Martin Luther King Jr Elementary	138	145	131	14	5	20	(15)	4	11	(7)	2.8	8.4	(5.6)	1	4	(3)	25	36.4	(11.4)
K8 & Middle	Rosa Parks K-8 School	420	180	216	(36)	74	88	(14)	34	50	(16)	18.9	23.1	(4.3)	14	21	(7)	41.2	42	(0.8)
K8 & Middle	Sam Brannan MS	480	141	139	2	19	12	7	17	9	8	12.1	6.5	5.6	2	3	(1)	11.8	33.3	(21.6)
	Success Academy 4-8	179	19	27	(8)	6	33	(27)	2	12	(10)	10.5	44.4	(33.9)	1	7	(6)	50	58.3	(8.3)
K8 & Middle		490	85	69	16	6	14	(8)	6	11	(5)	7.1	15.9	(8.9)	0	2	(2)	0	18.2	(18.2)
	Will C Wood MS	495	72	85	(13)	7	36	(29)	5	25	(20)	6.9	29.4	(22.5)	2	7	(5)	40	28.0	12.0
K8 & Middle	K8 & Middle		1400	1435	(35)	293	376	(83)	170	235	(65)	12.1	16.4	(4.2)	61	71	(10)	35.9	30.2	5.7
All Grade Spans	All Grade Spans		6433	6556	(123)	916	1332	(416)	560	770	(210)	8.7	11.7	(3)	183	273	(90)	32.7	35.5	(2.8)

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# **Suspension Report**

Year to Date 08/31/2019 - 03/31/2020 DRAFT

School Segment	School	School Number	Cumulative Enrollment CY	Cumulative Enrollment PY	Cumulative Enrollment	Incidents CY		Incidents	Distinct Count of Students Suspended CY	Distinct Count of Students Suspended PY	Distinct Count of Students Suspended	With a Suspension CY	Percent of Students With a Suspension PY	PY to CY Percent of Students With a Suspension	Multiple	Students With Multiple Suspensions PY	to CY Students With Multiple Suspensions	Students With Multiple Suspensions CY	PY	Multiple Suspensions
High	American Legion HS	570	242	345	(103)	25	51	(26)	24	38	(14)	9.9	11.0	(1.1)	1	9	(8)	4.2	23.7	(19.5)
High	Arthur A. Benjamin Health Profes	517	233	262	(29)	21	37	(16)	20	31	(11)	8.6	11.8	(3.2)	1	6	(5)	5	19.4	(14.4)
High	C K McClatchy HS	510	2556	2502	54	80	219	(139)	63	142	(79)	2.5	5.7	(3.2)	12	44	(32)	19.0	31.0	(11.9)
High	Capital City School	571	520	587	(67)	0	2	(2)	0	2	(2)	0	0.3	(0.3)	0	0	0	0	0	0
High	George W. Carver SAS	505	300	275	25	0	39	(39)	0	23	(23)	0	8.4	(8.4)	0	7	(7)	0	30.4	(30.4)
High	Hiram W Johnson HS	520	1870	1772	98	78	278	(200)	67	162	(95)	3.6	9.1	(5.6)	10	59	(49)	14.9	36.4	(21.5)
High	John F Kennedy HS	525	2298	2312	(14)	170	188	(18)	125	137	(12)	5.4	5.9	(0.5)	31	29	2	24.8	21.2	3.6
High	Kit Carson MS	450	614	601	13	102	141	(39)	54	75	(21)	8.8	12.5	(3.7)	22	35	(13)	40.7	46.7	(5.9)
High	Luther Burbank HS	530	1792	1865	(73)	126	203	(77)	99	152	(53)	5.5	8.2	(2.6)	21	35	(14)	21.2	23.0	(1.8)
High	New Tech High	535	187	207	(20)	10	8	2	8	8	0	4.3	3.9	0.4	1	0	1	12.5	0	12.5
High	Rosemont HS	540	1453	1417	36	161	219	(58)	95	117	(22)	6.5	8.3	(1.7)	44	48	(4)	46.3	41.0	5.3
High	School of Engineering and Scienc	557	548	546	2	59	22	37	49	16	33	8.9	2.9	6.0	7	4	3	14.3	25	(10.7)
High	The Met High School	560	304	307	(3)	7	3	4	6	3	3	2.0	1.0	1.0	1	0	1	16.7	0	16.7
High	West Campus HS	521	845	842	3	8	1	7	5	1	4	0.6	0.1	0.5	1	0	1	20	0	20
High	High		13401	13429	(28)	847	1411	(564)	615	907	(292)	4.6	6.8	(2.2)	152	276	(124)	24.7	30.4	(5.7)
All Grade Spans	All Grade Spans		44443	45041	(598)	2176	3185	(1009)	1462	1998	(536)	3.3	4.4	(1.1)	400	616	(216)	27.4	30.8	(3.4)

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# **Suspension Report**

Year to Date - African American students only 08/31/2019 - 03/31/2020 DRAFT

School Segment	School	School Number	Cumulative Enrollment	Cumulative Enrollment	Change in PY to CY	Suspension Incidents	Suspension Incidents PY		Distinct Count of		PY to CY	Percent of Students	Percent of Students		Students With Multiple	Students With Multiple	to CY	Students	Percent Students	Change in PY to CY
			CY	PY	Cumulative Enrollment	CY		1	Students Suspended CY	Students Suspended PY	Distinct Count of Students Suspended	With a Suspension CY	With a Suspension PY	Percent of Students With a Suspension	Suspensions CY	Suspensions PY	Students With Multiple Suspensions	With Multiple Suspensions CY	With Multiple Suspensions PY	Percent Students With Multiple Suspensions
High	American Legion HS	570	71	99	(28)	8	17	(9)	8	13	(5)	11.3	13.1	(1.9)	0	4	(4)	0	30.8	(30.8)
High	Arthur A. Benjamin Health Profes	517	51	58	(7)	8	9	(1)	7	7	0	13.7	12.1	1.7	1	2	(1)	14.3	28.6	(14.3)
High	C K McClatchy HS	510	262	239	23	26	51	(25)	17	29	(12)	6.5	12.1	(5.6)	6	13	(7)	35.3	44.8	(9.5)
High	Capital City School	571	97	137	(40)	0	1	(1)	0	1	(1)	0	0.7	(0.7)	0	0	0	0	0	0
High	George W. Carver SAS	505	22	21	1	0	6	(6)	0	4	(4)	0	19.0	(19)	0	1	(1)	0	25	(25)
High	Hiram W Johnson HS	520	245	242	3	33	111	(78)	27	56	(29)	11.0	23.1	(12.1)	5	28	(23)	18.5	50	(31.5)
High	John F Kennedy HS	525	433	427	6	86	79	7	56	53	3	12.9	12.4	0.5	19	14	5	33.9	26.4	7.5
High	Kit Carson MS	450	90	94	(4)	26	62	(36)	12	26	(14)	13.3	27.7	(14.3)	8	14	(6)	66.7	53.8	12.8
High	Luther Burbank HS	530	399	429	(30)	54	89	(35)	38	65	(27)	9.5	15.2	(5.6)	11	15	(4)	28.9	23.1	5.9
High	New Tech High	535	24	31	(7)	1	3	(2)	1	3	(2)	4.2	9.7	(5.5)	0	0	0	0	0	0
High	Rosemont HS	540	252	266	(14)	72	107	(35)	40	46	(6)	15.9	17.3	(1.4)	22	25	(3)	55.0	54.3	0.7
High	School of Engineering and Scienc	557	93	93	0	16	6	10	10	5	5	10.8	5.4	5.4	4	1	3	40	20	20
High	The Met High School	560	37	31	6	3	0	3	3	0	3	8.1	0	8.1	0	0	0	0	0	0
High	West Campus HS	521	30	43	(13)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
High	High		2036	2109	(73)	333	541	(208)	219	308	(89)	10.8	14.6	(3.8)	76	117	(41)	34.7	38.0	(3.3)
All Grade Spans	All Grade Spans		6433	6556	(123)	916	1332	(416)	560	770	(210)	8.7	11.7	(3)	183	273	(90)	32.7	35.5	(2.8)

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# **Suspension Report**

Year to Date 08/31/2019 - 03/31/2020 DRAFT

Student Group	Cumulative Enrollment CY	Cumulative Enrollment PY	Change in PY to CY Cumulative Enrollment			Change in PY to CY Suspension Incidents	Distinct Count of Students Suspended CY	Distinct Count of Students Suspended PY	Change in PY to CY Distinct Count of Students Suspended		Students With a Suspension	PY to CY		Multiple Suspensions PY	to CY Students With Multiple Suspensions	With Multiple	Percent Students With Multiple Suspensions PY	Change in PY to CY Percent Students With Multiple Suspensions
African American	6433	6556	(123)	916	1332	(416)	560	770	(210)	8.7	11.7	(3)	183	273	(90)	32.7	35.5	(2.8)
Asian	8457	8282	175	99	150	(51)	79	112	(33)	0.9	1.4	(0.4)	15	29	(14)	19.0	25.9	(6.9)
Asian - Cambodian	146	139	7	7	4	3	5	3	2	3.4	2.2	1.3	1	1	0	20	33.3	(13.3)
Asian - Chinese	2039	2046	(7)	9	10	(1)	8	9	(1)	0.4	0.4	-0.0	1	1	0	12.5	11.1	1.4
Asian - Filipino	679	653	26	10	17	(7)	8	13	(5)	1.2	2.0	(0.8)	1	4	(3)	12.5	30.8	(18.3)
Asian - Hmong	2650	2629	21	13	33	(20)	11	27	(16)	0.4	1.0	(0.6)	2	5	(3)	18.2	18.5	(0.3)
Asian - Indian	306	311	(5)	7	17	(10)	7	10	(3)	2.3	3.2	(0.9)	0	6	(6)	0	60	(60)
Asian - Japanese	159	151	8	2	3	(1)	2	3	(1)	1.3	2.0	(0.7)	0	0	0	0	0	0
Asian - Korean	69	56	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian - Laotian	241	253	(12)	12	14	(2)	9	12	(3)	3.7	4.7	(1)	2	2	0	22.2	16.7	5.6
Asian - Other	1526	1390	136	27	34	(7)	19	27	(8)	1.2	1.9	(0.7)	6	6	0	31.6	22.2	9.4
Asian - Vietnamese	642	654	(12)	12	18	(6)	10	8	2	1.6	1.2	0.3	2	4	(2)	20	50	(30)
Female	21537	21698	(161)	603	905	(302)	440	618	(178)	2.0	2.8	(0.8)	102	165	(63)	23.2	26.7	(3.5)
Latino/Hispanic	17979	17795	184	735	1141	(406)	524	739	(215)	2.9	4.2	(1.2)	123	217	(94)	23.5	29.4	(5.9)
Male	23233	23126	107	1572	2311	(739)	1009	1366	(357)	4.3	5.9	(1.6)	299	459	(160)	29.6	33.6	(4)
Pacific Islander	1037	1022	15	41	55	(14)	34	43	(9)	3.3	4.2	(0.9)	4	8	(4)	11.8	18.6	(6.8)
White	7794	7809	(15)	213	282	(69)	142	187	(45)	1.8	2.4	(0.6)	42	50	(8)	29.6	26.7	2.8

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# **Suspension Report**

Year to Date 08/31/2019 - 03/31/2020 DRAFT

Student Group	Cumulative	Cumulative	Change in PY			Change in PY	Distinct	Distinct	Change in	Percent of	Percent of	Change in	Students With		Change in PY	Percent	Percent	Change in
	Enrollment	Enrollment	to CY	Incidents CY	Incidents PY	to CY	Count of	Count of	PY to CY	Students	Students	PY to CY	Multiple	Multiple	to CY Students	Students	Students	PY to CY
	CY	PY	Cumulative			Suspension	Students	Students	Distinct	With a	With a	Percent of	Suspensions CY	Suspensions PY	With Multiple	With	With	Percent
			Enrollment			Incidents	Suspended	Suspended P	Count of	Suspension	Suspension P	Students			Suspensions	Multiple	Multiple	Students
							CY		Students	CY		With a				Suspensions	Suspensions	
									Suspended			Suspension				CY	PY	Multiple
																		Suspensions
Foster Youth Students	780	884	(104)	187	269	(82)	86	142	(56)	11.0	16.1	(5)	39	59	(20)	45.3	41.5	3.8
Free/Reduced/Low Income	32518	32661	(143)	1980	2872	(892)	1299	1747	(448)	4.0	5.3	(1.4)	370	560	(190)	28.5	32.1	(3.6)
GATE	5013	5689	(676)	73	86	(13)	55	67	(12)	1.1	1.2	(0.1)	14	13	1	25.5	19.4	6.1
Homeless Students	407	340	67	40	48	(8)	21	31	(10)	5.2	9.1	(4)	8	10	(2)	38.1	32.3	5.8
Special Education	7352	7194	158	770	1124	(354)	428	609	(181)	5.8	8.5	(2.6)	160	227	(67)	37.4	37.3	0.1
English Learner	8087	7839	248	260	466	(206)	181	296	(115)	2.2	3.8	(1.5)	38	98	(60)	21.0	33.1	(12.1)
English Only	30441	29809	632	1799	2538	(739)	1173	1528	(355)	3.9	5.1	(1.3)	346	491	(145)	29.5	32.1	(2.6)
Initially Fluent	621	634	(13)	11	12	(1)	8	12	(4)	1.3	1.9	(0.6)	2	0	2	25	0	25
Long Term EL	3899	4327	(428)	181	322	(141)	133	209	(76)	3.4	4.8	(1.4)	26	68	(42)	19.5	32.5	(13)
RFEP	5594	6536	(942)	106	205	(99)	88	149	(61)	1.6	2.3	(0.7)	15	36	(21)	17.0	24.2	(7.1)

The above report formats (and the field descriptions) are based on the official CDE suspension report at https://data1.cde.ca.gov/dataquest/dqCensus/DisSuspRateLevels.aspx?year=2017-18&agglevel=District&cds=3467439. The following is a glossary of the field descriptions.

Cumulative Enrollment: Cumulative Enrollment consists of the total number of students who were actively enrolled from the beginning of school through the Report Month. For mobile students, they will be counted in the cumulative enrollment for each school in which they have attended during the school year. Students who attend multiple schools are only counted once in the district total.

Suspension Incidents: Total count of ALL suspension incidents - off campus and on campus - issued from the beginning of school through the report month. at the selected entity for the selected population using the available filters.

Distinct Count of Suspended Students: Total distinct count of ALL students suspended one or more times. Students who are suspended multiple times are only counted once.

Suspension Rate: The Distinct Count of Suspended Students divided by Cumulative Enrollment.