



# BOARD OF EDUCATION MEETING AND WORKSHOP

**Board of Education Members**

- Lavinia Grace Phillips, President (Trustee Area 7)
- Jasjit Singh, Vice President (Trustee Area 2)
- Chinua Rhodes, Second Vice President (Trustee Area 5)
- Tara Jeane (Trustee Area 1)
- Christina Pritchett (Trustee Area 3)
- Jamee Villa (Trustee Area 4)
- Taylor Kayatta (Trustee Area 6)
- Liliana Miller Segura, Student Member

**Thursday, January 18, 2024**

**5:00 p.m. Closed Session**

**6:30 p.m. Open Session**

**Serna Center**

Community Conference Rooms

5735 47<sup>th</sup> Avenue

Sacramento, CA 95824

(See Notice to the Public Below)

Member Jeane will be joining closed session

remotely at: 1705 Murchison Drive

Burlingame, CA 94010

## AGENDA

2023/24-16

*Allotted Time*

5:00 p.m. 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:

a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)

b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023100404 and OAH Case No. 2023100821)

3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)

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

- 3.4 *Education Code 35146- The Board will hear staff recommendations on the following student readmissions from 2021-22 and 2022-23: Expulsion # 4 (2021-22) and Expulsions # 11, 21, 22, and 23 (2022-23) (David Van Natten)*
- 3.5 *Government Code section 54957—Public Employee Performance Evaluation Interim Superintendent*

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

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Student introduced by Board Member Taylor Kayatta*

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

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

6:45 p.m. **7.0 PUBLIC COMMENT** **15 minutes**  
*Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing through the district’s website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.*

7:00 p.m. **8.0 COMMUNICATIONS**

- 8.1 *Employee Organization Reports:*
    - *SCTA*
    - *SEIU*
    - *TCS*
    - *Teamsters*
    - *UPE*
- Information**  
*SCTA – 15 minutes*  
*SEIU – 3 minutes*  
*TCS – 3 minutes*  
*Teamsters – 3 minutes*  
*UPE – 3 minutes*

- 7:27 p.m. 8.2 *District Advisory Committees:* **Information**  
3 minutes each
  - *Student Advisory Council*
  - *Community Advisory Committee*
  - *District English Learner Advisory Committee*
  - *Local Control Accountability Plan/Parent Advisory Committee*
  - *Black/African American Advisory Board*

## **9.0 SPECIAL PRESENTATION**

7:42 p.m.	9.1	<i>Culture and Climate Presentation (Danny Rolleri)</i>	<b>Information</b> 15 minute presentation 10 minute discussion
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## **10.0 PUBLIC HEARING**

8:07 p.m.	10.1	<i>Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and the United Professional Educators (UPE) (Jesse Castillo)</i>	<b>Public Hearing/Action</b> 5 minute presentation 5 minute discussion
8:17 p.m.	10.2	<i>Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and the Teamsters Classified Supervisors (Jesse Castillo)</i>	<b>Public Hearing/Action</b> 5 minute presentation 5 minute discussion
8:27 p.m.	10.3	<i>Public Hearing: AB 1200 Public Disclosure and Approval of MOU between SCUSD and the Teamsters, Local 150 Union (Jesse Castillo)</i>	<b>Public Hearing/Action</b> 5 minute presentation 5 minute discussion
8:37 p.m.	10.4	<i>Public Hearing: AB 1200 Public Disclosure of Proposed Salary Improvements for Non-represented, Confidential and Management Employees (Jesse Castillo)</i>	<b>Public Hearing/Action</b> 5 minute presentation 5 minute discussion

## **11.0 BOARD WORKSHOP/STRATEGIC INITIATIVE**

8:47 p.m.	11.1	<i>Presentation of the District Strategic Arts Plan (CJ DeAngelus)</i>	<b>Information</b> 15 minute presentation 15 minute discussion
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## **12.0 COMMUNICATIONS**

9:17 p.m.	12.1	<i>Superintendent's Report (Lisa Allen)</i>	<b>Information</b> 5 minutes
9:22 p.m.	12.2	<i>President's Report (Lavinia Phillips)</i>	<b>Information</b> 5 minutes
9:27 p.m.	12.3	<i>Student Member Report (Liliana Miller Segura)</i>	<b>Information</b> 5 minutes
9:32 p.m.	12.4	<i>Information Sharing by Board Members</i>	<b>Information</b> 10 minutes

9:42 p.m.	<b>13.0 CONSENT AGENDA</b>		<b>Action</b> 2 minutes
		<i>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.</i>	

### 13.1 Items Subject or Not Subject to Closed Session:

- 13.1a 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 (Janea Marking)*
- 13.1b Approve Personnel Transactions (Cancy McArn)*
- 13.1c Approve Purchase Order Board Report for the Period of November 15, 2023 through December 14, 2023 (Janea Marking)*
- 13.1d Approve Donations to the District for the Period of November 1-30, 2023 (Janea Marking)*
- 13.1e Approve Warrants, Checks and Electronic Transfers issued for the Period of November 1-30, 2023 (Janea Marking)*
- 13.1f Approve Minutes of the November 2, 2023, Special Board of Education Meeting (Lisa Allen)*
- 13.1g Approve staff recommendations on the following student readmissions from 2021-22 and 2022-23: Expulsion # 4 (2021-22) and Expulsions # 11, 21, 22, and 23 (2022-23) (David Van Natten)*
- 13.1h Approve Annual Adjustments to Bid Threshold per Public Contract Code §20111 (Janea Marking)*
- 13.1i Approve Resolution No. 3372: Intention to Convey Public Utilities Easement to the Sacramento Municipal Utilities District at Nicholas Elementary School (Nathaniel Browning)*
- 13.1j Approve CK McClatchy School Debate Tournament in Las Vegas, NV from February 2-5, 2024 (Mary Hardin Young & Jerad Hyden)*
- 13.1k Approve West Campus High School Debate Tournament in Las Vegas, NV from February 2-5, 2024 (Mary Hardin Young & Jerad Hyden)*
- 13.1l Approve Resolution No. 3373: Resolution Regarding Accounting of Developer Fees for Fiscal Year Ending June 30, 2023 Pursuant to Gov. Code Sections 66001(d) and 6606(b) (Janea Marking)*
- 13.1m Resolution No. 3371 Authorizing Piggyback Contract for Purchase of Classroom Furniture Pursuant to Public Contract Code Section 20118 (Janea Marking)*
- 13.1n Approve Retention of 10 Firms for the Geotechnical Engineering and Materials Testing and Inspection Services Pool in Response to Request for Qualifications (Janea Marking)*
- 13.1o Approve Resolution No. 3374: Agreement for Termination of Leases and Quit Claim Deed for the John F. Kennedy High School C-Wing HVAC Replacement Project (Janea Marking)*

13.1p Approve Amendment to Compromise and Release Agreement; BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case no. 2:19-cv-01768-DJC-KJN (Yvonne Wright)

9:44 p.m. **14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS** **Receive Information**

14.1 Business and Financial Information: Enrollment Report – Month 3 (Janea Marking)

9:46 p.m. **15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

✓ February 1, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

✓ February 15, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

9:48 p.m. **16.0 ADJOURNMENT**

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

**Meeting Date:** January 18, 2024

**Subject:** Culture/Climate & Culturally Responsive Professional Learning

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

**Division:** Academic Office: Curriculum & Instruction Department

**Recommendation:** None

**Background/Rationale:** Culture can be defined as “How We Behave” and Climate as “How We Feel”. Thus, school culture/climate refers to the quality and character of school life that strongly influences students’ ability and motivation to attend, engage, and learn, and therefore improve academic achievement. To be engaged and successful in learning, students must feel safe, valued, cared for, respected, and engaged. Schools that are committed to providing students with support to meet their basic needs provide learning conditions that allow students to grow socio-emotionally and thrive academically.

Culturally Responsive Professional Learning (CRPL) is a SCUSD Strategic Priority and refers to both the way we will deliver Professional Learning and the content being delivered. Furthermore, CRPL, is the way in which staff who provide direct student and family services are trained in and beginning their practice of high leverage Anti-Racist/Anti-Bias Trauma-Informed Practices.

**Financial Considerations:** None

**LCAP Goal(s):** Provide High Quality & Engaging Instruction, Support Student Social-Emotional, Mental & Physical Health, and Maintain Safe Learning Environments & Dismantle Inequities

**Documents Attached:**

N/A

**Estimated Time of Presentation:** 15 minutes

**Submitted by:** Yvonne Wright, Chief Academic Officer

Danny Rolleri, Director of Professional Learning,  
Culture/Climate & SEL

**Approved by:** Lisa Allen, Interim Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** January 18, 2024

**Subject:** Public Hearing: AB 1200 Public Disclosure and Approval of MOU  
between SCUSD and the United Professional Educators (UPE)

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve agreement between SCUSD and UPE for the 2022-23 year.

**Background/Rationale:** The parties' agreement is effective beginning July 1, 2022 and includes the following compensation items:

- A 10% salary schedule increase for all UPE employees retroactive to July 1, 2022
- An additional 6% salary schedule increase retroactive to July 1, 2022 for principal and assistant principal job classifications

The attached agreement closes all negotiations for the period from July 1, 2022 to June 30, 2023. Additionally, the agreement closes negotiations for the period of July 1, 2023 through June 30, 2026 except for reopeners on the following items:

- a. Article 5 – Evaluation of Work Performance
- b. Article 8 – Salary and Health Benefits for 2023-24, 2024-25 and 2025-26
- c. Article 9 – Work Year
- d. Article 10 – Promotion, Assignment, Vacancies and Transfer
- e. Article 11 – Retiree Health Benefits
- f. Article 12 – Summer school

**Financial Considerations:** Retroactive costs for all funds for the 2022-23 year of approximately \$3M, ongoing costs of \$3.3M in 2023-24, \$3.3M in 2024-25 and \$3.3M in 2025-26.

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

**Documents Attached:**

- AB 1200 Disclosure
- MOU between SCUSD and UPE

<p><b>Estimated Time of Presentation:</b> 5 Minutes <b>Submitted by:</b> Janea Marking, Chief Business and Operation Officer <b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	Sacramento City Unified School District
Name of Bargaining Unit:	United Professional Educators
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning: **July 1, 2022** and ending: **June 30, 2023**  
 (date) (date)

The Governing Board will act upon this agreement on: **January 18, 2024**  
 (date)

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

**A. Proposed Change in Compensation**

Bargaining Unit Compensation  All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
1.	<b>Salary Schedule</b> Including Step and Column	\$ 18,322,546	\$ 5,265,977	\$ 2,742,971	\$ 2,742,971
			28.74%	11.63%	10.42%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
	<b>Description of Other Compensation</b>				
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 4,083,279	\$ 1,167,180	\$ 609,596	\$ 609,596
			28.58%	11.61%	10.40%
4.	<b>Health/Welfare Plans</b>	\$ 2,976,203	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 25,382,028	\$ 6,433,157	\$ 3,352,567	\$ 3,352,567
			25.35%	10.54%	9.53%
6.	<b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	142.00			
7.	<b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 178,747	\$ 45,304	\$ 23,610	\$ 23,610
			25.35%	10.54%	9.53%

**A. Proposed Change in Compensation (Continued)**

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

The parties agree to a 10% across the board salary increase retroactive to July 1, 2022 and an additional 6% salary increase for all principal and assistant principal job classifications within UPE retroactive to July 1, 2022.

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

No

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

NA

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

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

NA

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

The settlement agreement and AB1200 reflect reductions to categorical program budgets for materials/supplies and operating costs to offset the projected increase in salary and benefit costs. Additionally, the district continues strategic planning for future budget adjustments necessary to balance the budget.

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

NA

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

NA

**F. Source of Funding for Proposed Agreement:**

1. Current Year

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

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

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

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

NA

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund  
United Professional Educators**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 500,312,508		\$ -	\$ 500,312,508
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 12,144,270		\$ -	\$ 12,144,270
Other Local Revenue	8600-8799	\$ 4,365,410		\$ -	\$ 4,365,410
<b>TOTAL REVENUES</b>		\$ 516,822,188		\$ -	\$ 516,822,188
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 213,630,890	\$ 4,357,498	\$ -	\$ 217,988,388
Classified Salaries	2000-2999	\$ 51,334,360	\$ -	\$ 4,050,737	\$ 55,385,097
Employee Benefits	3000-3999	\$ 137,484,805	\$ 963,007	\$ 1,247,926	\$ 139,695,738
Books and Supplies	4000-4999	\$ 8,706,896		\$ -	\$ 8,706,896
Services and Other Operating Expenditures	5000-5999	\$ 33,261,622		\$ -	\$ 33,261,622
Capital Outlay	6000-6999	\$ 1,527,015		\$ -	\$ 1,527,015
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (8,411,792)		\$ -	\$ (8,411,792)
<b>TOTAL EXPENDITURES</b>		\$ 439,044,097	\$ 5,320,505	\$ 5,298,663	\$ 449,663,265
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ (122,013,844)	\$ -		\$ (122,013,844)
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (41,760,354)	\$ (5,320,505)	\$ (5,298,663)	\$ (52,379,522)
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 135,640,173			\$ 135,640,173
Audit Adjustments/Other Restatements	9793/9795				\$ -
<b>ENDING FUND BALANCE</b>		\$ 93,879,819	\$ (5,320,505)	\$ (5,298,663)	\$ 83,260,651
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ 10,000,000	\$ -	\$ (10,000,000)	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,621,485	\$ -	\$ 212,383	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 66,933,334	\$ (5,320,505)	\$ 4,488,954	\$ 66,101,783

\*Net Increase (Decrease) in Fund Balance

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

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**  
United Professional Educators

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 2,478,216		\$ -	\$ 2,478,216
Federal Revenue	8100-8299	\$ 141,267,968		\$ -	\$ 141,267,968
Other State Revenue	8300-8599	\$ 111,594,017		\$ -	\$ 111,594,017
Other Local Revenue	8600-8799	\$ 3,852,936		\$ -	\$ 3,852,936
<b>TOTAL REVENUES</b>		\$ 259,193,137		\$ -	\$ 259,193,137
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 88,604,422	\$ 686,381	\$ -	\$ 89,290,803
Classified Salaries	2000-2999	\$ 38,920,725		\$ 1,987,525	\$ 40,908,250
Employee Benefits	3000-3999	\$ 91,229,242	\$ 151,690	\$ 624,469	\$ 92,005,401
Books and Supplies	4000-4999	\$ 50,939,113		\$ (1,725,033)	\$ 49,214,080
Services and Other Operating Expenditures	5000-5999	\$ 102,908,464		\$ (1,725,033)	\$ 101,183,431
Capital Outlay	6000-6999	\$ 14,660,255		\$ -	\$ 14,660,255
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,243,324		\$ -	\$ 7,243,324
<b>TOTAL EXPENDITURES</b>		\$ 394,505,544	\$ 838,071	\$ (838,071)	\$ 394,505,544
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 122,013,844	\$ -	\$ -	\$ 122,013,844
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (13,298,562)	\$ (838,071)	\$ 838,071	\$ (13,298,562)
<b>BEGINNING FUND BALANCE</b>					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 108,993,999	\$ (838,071)	\$ 838,071	\$ 108,993,999
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 108,993,999	\$ -	\$ -	\$ 108,993,999
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (838,071)	\$ 838,071	\$ -

\*Net Increase (Decrease) in Fund Balance

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

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Bargaining Unit:

United Professional Educators

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 502,790,724		\$ -	\$ 502,790,724
Federal Revenue	8100-8299	\$ 141,267,968		\$ -	\$ 141,267,968
Other State Revenue	8300-8599	\$ 123,738,287		\$ -	\$ 123,738,287
Other Local Revenue	8600-8799	\$ 8,218,346		\$ -	\$ 8,218,346
<b>TOTAL REVENUES</b>		<b>\$ 776,015,325</b>		<b>\$ -</b>	<b>\$ 776,015,325</b>
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 302,235,312	\$ 5,043,879	\$ -	\$ 307,279,191
Classified Salaries	2000-2999	\$ 90,255,085	\$ -	\$ 6,038,262	\$ 96,293,347
Employee Benefits	3000-3999	\$ 228,714,048	\$ 1,114,697	\$ 1,872,395	\$ 231,701,140
Books and Supplies	4000-4999	\$ 59,646,009		\$ (1,725,033)	\$ 57,920,977
Services and Other Operating Expenditures	5000-5999	\$ 136,170,086		\$ (1,725,033)	\$ 134,445,053
Capital Outlay	6000-6999	\$ 16,187,269		\$ -	\$ 16,187,269
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (1,168,468)		\$ -	\$ (1,168,468)
<b>TOTAL EXPENDITURES</b>		<b>\$ 833,549,641</b>	<b>\$ 6,158,576</b>	<b>\$ 4,460,592</b>	<b>\$ 844,168,809</b>
<b>OTHER FINANCING SOURCES/USES</b>					
Transfer In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		<b>\$ (55,058,916)</b>	<b>\$ (6,158,576)</b>	<b>\$ (4,460,592)</b>	<b>\$ (65,678,084)</b>
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 257,932,735			\$ 257,932,735
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		<b>\$ 202,873,818</b>	<b>\$ (6,158,576)</b>	<b>\$ (4,460,592)</b>	<b>\$ 192,254,650</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 108,993,999	\$ -	\$ -	\$ 108,993,999
Committed	9750-9760	\$ 10,000,000	\$ -	\$ (10,000,000)	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,621,485	\$ -	\$ 212,383	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 66,933,334	\$ (6,158,576)	\$ 5,327,025	\$ 66,101,783

\*Net Increase (Decrease) in Fund Balance

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

Sacramento City Unified School District  
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**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Fund 12 - Child Development Fund**

Bargaining Unit:

United Professional Educators

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
Federal Revenue	8100-8299	\$ 7,181,688		\$ -	\$ 7,181,688
Other State Revenue	8300-8599	\$ 9,318,614		\$ -	\$ 9,318,614
Other Local Revenue	8600-8799	\$ 1,261,405		\$ -	\$ 1,261,405
<b>TOTAL REVENUES</b>		\$ 17,761,708		\$ -	\$ 17,761,708
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 4,755,085	\$ 40,412	\$ -	\$ 4,795,496
Classified Salaries	2000-2999	\$ 2,687,162	\$ -	\$ -	\$ 2,687,162
Employee Benefits	3000-3999	\$ 5,667,990	\$ 11,048	\$ -	\$ 5,679,038
Books and Supplies	4000-4999	\$ 2,432,122		\$ -	\$ 2,432,122
Services and Other Operating Expenditures	5000-5999	\$ 322,919		\$ -	\$ 322,919
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 432,543		\$ -	\$ 432,543
<b>TOTAL EXPENDITURES</b>		\$ 16,297,820	\$ 51,460	\$ -	\$ 16,349,280
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ 1,463,888	\$ (51,460)	\$ -	\$ 1,412,428
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 1,239,859			\$ 1,239,859
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 2,703,746	\$ (51,460)	\$ -	\$ 2,652,286
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,457,829	\$ (25,730)	\$ -	\$ 2,432,099
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 245,917	\$ (25,730)	\$ -	\$ 220,187
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ 0	\$ -	\$ 0

\*Net Increase (Decrease) in Fund Balance

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

Sacramento City Unified School District  
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**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Charter Fund 09**  
Bargaining Unit: **United Professional Educators**

Object Code	Column 1 Latest Board- Approved Budget Before Settlement (8/13/22)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ 702,633		\$ -	\$ 702,633
Other State Revenue 8300-8599	\$ 20,375,073		\$ -	\$ 20,375,073
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
<b>TOTAL REVENUES</b>	<b>\$ 21,077,706</b>		<b>\$ -</b>	<b>\$ 21,077,706</b>
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 9,762,074	\$ 183,274	\$ -	\$ 9,945,349
Classified Salaries 2000-2999	\$ 1,143,824	\$ -	\$ -	\$ 1,143,824
Employee Benefits 3000-3999	\$ 6,140,145	\$ 39,847	\$ -	\$ 6,179,992
Books and Supplies 4000-4999	\$ 1,266,205		\$ -	\$ 1,266,205
Services and Other Operating Expenditures 5000-5999	\$ 2,093,492		\$ -	\$ 2,093,492
Capital Outlay 6000-6999	\$ 183,608		\$ -	\$ 183,608
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,589,349</b>	<b>\$ 223,121</b>	<b>\$ -</b>	<b>\$ 20,812,469</b>
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (1,987,041)</b>	<b>\$ (223,121)</b>	<b>\$ -</b>	<b>\$ (2,210,162)</b>
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 15,520,269			\$ 15,520,269
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	<b>\$ 13,533,227</b>	<b>\$ (223,121)</b>	<b>\$ -</b>	<b>\$ 13,310,107</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 6,941,246	\$ -	\$ -	\$ 6,941,246
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 6,591,981	\$ (221,533)	\$ -	\$ 6,370,448
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (1,588)	\$ -	\$ (1,588)

\*Net Increase (Decrease) in Fund Balance

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

Sacramento City Unified School District  
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**Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:**

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 5,298,663	Projected total cost of other settlement agreements including UPE, Teamst
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (838,071)	Offset to books/supplies/operating for increased salaries/benefits
Other Financing Sources/Uses	\$ -	

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

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

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

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

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

Additional Comments:

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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Unrestricted General Fund MYP**

Bargaining Unit: **United Professional Educators**

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 500,312,508	\$ 501,672,557	\$ 505,297,188
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 12,144,270	\$ 16,034,263	\$ 16,034,263
Other Local Revenue 8600-8799	\$ 4,365,410	\$ 4,365,410	\$ 4,365,410
<b>TOTAL REVENUES</b>	<b>\$ 516,822,188</b>	<b>\$ 522,072,230</b>	<b>\$ 525,696,861</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 217,988,388	\$ 202,003,549	\$ 204,286,024
Classified Salaries 2000-2999	\$ 55,385,097	\$ 51,299,940	\$ 51,644,862
Employee Benefits 3000-3999	\$ 139,695,738	\$ 143,746,839	\$ 150,311,119
Books and Supplies 4000-4999	\$ 8,706,896	\$ 8,706,896	\$ 8,791,123
Services and Other Operating Expenditures 5000-5999	\$ 33,261,622	\$ 31,738,233	\$ 31,822,459
Capital Outlay 6000-6999	\$ 1,527,015	\$ 86,073	\$ 86,073
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (8,411,792)	\$ (6,815,513)	\$ (7,109,051)
Other Adjustments			
<b>TOTAL EXPENDITURES</b>	<b>\$ 449,663,265</b>	<b>\$ 432,276,317</b>	<b>\$ 441,342,908</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,475,399	\$ 2,475,399
Transfers Out and Other Uses 7600-7699	\$ -		
Contributions 8980-8999	\$ (122,013,844)	\$ (123,845,132)	\$ (133,142,899)
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (52,379,522)</b>	<b>\$ (31,573,820)</b>	<b>\$ (46,313,547)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 135,640,173	\$ 83,260,651	\$ 51,686,831
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 83,260,651</b>	<b>\$ 51,686,831</b>	<b>\$ 5,373,284</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
Unassigned/Unappropriated Amount 9790	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Restricted General Fund MYP**

Bargaining Unit:

United Professional Educators

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 2,478,216	\$ 2,478,216	\$ 2,478,216
Federal Revenue 8100-8299	\$ 141,267,968	\$ 39,116,752	\$ 39,116,752
Other State Revenue 8300-8599	\$ 111,594,017	\$ 99,259,198	\$ 99,259,198
Other Local Revenue 8600-8799	\$ 3,852,936	\$ 2,308,318	\$ 2,308,318
<b>TOTAL REVENUES</b>	\$ 259,193,137	\$ 143,162,484	\$ 143,162,484
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 89,290,803	\$ 82,024,485	\$ 65,869,833
Classified Salaries 2000-2999	\$ 40,908,250	\$ 37,951,408	\$ 29,052,874
Employee Benefits 3000-3999	\$ 92,005,401	\$ 91,862,447	\$ 80,165,149
Books and Supplies 4000-4999	\$ 49,214,080	\$ 16,453,811	\$ 11,509,753
Services and Other Operating Expenditures 5000-5999	\$ 101,183,431	\$ 84,154,974	\$ 86,991,098
Capital Outlay 6000-6999	\$ 14,660,255	\$ 1,754,811	\$ 1,754,811
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,243,324	\$ 5,647,045	\$ 5,940,583
Other Adjustments		\$ (2,594,144)	\$ (4,542,517)
<b>TOTAL EXPENDITURES</b>	\$ 394,505,544	\$ 317,254,836	\$ 276,741,583
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 122,013,844	\$ 123,845,132	\$ 133,142,899
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (13,298,562)	\$ (50,247,220)	\$ (436,200)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 122,292,561	\$ 108,993,999	\$ 58,746,779
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
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**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund MYP**

Bargaining Unit: **United Professional Educators**

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 502,790,724	\$ 504,150,773	\$ 507,775,404
Federal Revenue 8100-8299	\$ 141,267,968	\$ 39,116,752	\$ 39,116,752
Other State Revenue 8300-8599	\$ 123,738,287	\$ 115,293,461	\$ 115,293,461
Other Local Revenue 8600-8799	\$ 8,218,346	\$ 6,673,728	\$ 6,673,728
<b>TOTAL REVENUES</b>	<b>\$ 776,015,325</b>	<b>\$ 665,234,714</b>	<b>\$ 668,859,345</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 307,279,191	\$ 284,028,034	\$ 270,155,857
Classified Salaries 2000-2999	\$ 96,293,347	\$ 89,251,348	\$ 80,697,736
Employee Benefits 3000-3999	\$ 231,701,140	\$ 235,609,286	\$ 230,476,268
Books and Supplies 4000-4999	\$ 57,920,977	\$ 25,160,707	\$ 20,300,876
Services and Other Operating Expenditures 5000-5999	\$ 134,445,053	\$ 115,893,207	\$ 118,813,557
Capital Outlay 6000-6999	\$ 16,187,269	\$ 1,840,884	\$ 1,840,884
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (1,168,468)	\$ (1,168,468)	\$ (1,168,468)
Other Adjustments		\$ (2,594,144)	\$ (4,542,517)
<b>TOTAL EXPENDITURES</b>	<b>\$ 844,168,809</b>	<b>\$ 749,531,153</b>	<b>\$ 718,084,492</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,475,399	\$ 2,475,399
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (65,678,084)</b>	<b>\$ (81,821,040)</b>	<b>\$ (46,749,748)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 257,932,735	\$ 192,254,650	\$ 110,433,610
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 192,254,650</b>	<b>\$ 110,433,610</b>	<b>\$ 63,683,863</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
Unassigned/Unappropriated Amount 9790	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Sacramento City Unified School District  
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**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 844,168,809	\$ 749,531,153	\$ 718,084,492
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 844,168,809	\$ 749,531,153	\$ 718,084,492
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 16,883,376	\$ 14,990,623	\$ 14,361,690

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 82,935,651	\$ 51,361,831	\$ 5,048,284
f.	Reserve for Economic Uncertainties Percentage	9.82%	6.85%	0.70%

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

2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2025-26	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

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

The district continues to strategically plan on future budget adjustments necessary to balance the budget.

Sacramento City Unified School District  
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**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES (CONTINUED)**

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 6,433,157
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (6,158,576)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (51,460)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (223,121)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (6,433,157)

**Variance** \$ 0

**Variance Explanation:**

Variance due to rounding.

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (55,058,916)	(6.6%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (65,678,084)	(7.8%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (81,821,040)	(10.9%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (46,749,748)	(6.5%)	

**Deficit Reduction Plan (as necessary):**

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,594,144)	Projected reduction to categorical programs to offset salary increases.
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (4,542,517)	Projected reduction to categorical programs to offset salary increases.

Sacramento City Unified School District  
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**J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2022 to June 30, 2023.

**Board Actions**

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

Current Year

**Budget Adjustment Categories:**

	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 10,893,749
Ending Balance(s) Increase/(Decrease)	\$ (10,893,749)

Subsequent Years

**Budget Adjustment Categories:**

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

**Budget Revisions**

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

**Assumptions**

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

**Certifications**

I hereby certify                       I am unable to certify

\_\_\_\_\_ **District Superintendent**  
(Signature)

\_\_\_\_\_ **Date**

I hereby certify                       I am unable to certify

\_\_\_\_\_ **Chief Business Official**  
(Signature)

\_\_\_\_\_ **Date**

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



**K. CERTIFICATION NO. 2**

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

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

Sacramento City Unified School District

**District Name**

**District Superintendent  
(Signature)**

**Date**

Contact Person

Phone

**Contact Person**

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on January 18, 2024, took action to approve the proposed agreement with the United Professional Educators union.

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

**Date**

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

**[District Proposed]**  
Tentative Agreement

By & Between

The Sacramento City Unified School District  
&  
United Professional Educators

**December 15, 2023**

The Sacramento City Unified School District (SCUSD) and United Professional Educators (UPE) hereby agree as follows:

1. **Contract Term:** The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, and agree on the re-openers in Paragraph #4.
2. **Salary Increase (2022-2023 Reopener):** The parties agree to a ten percent (10%) across-the-board salary increase for all employees, plus an additional six percent (6%) salary increase for all principal and assistant principal employees represented by UPE, which will be added to salary schedules, effective and retroactive to July 1, 2022.
3. **Completion of Negotiations/Reopener Process for 2022-2023:** The parties agree that this Agreement closes all-negotiations for the period July 1, 2022 through June 30, 2023. The parties further agree that successor contract negotiations for the period of July 1, 2023, through June 30, 2026, will comprise the following items below and mutually agreed upon by the parties in #4:
4. **Article 8: Salary and Health Benefits**, for salaries for the 2023-2024, 2024-2025, and 2025-2026 school years.
  - a. Article 5: Evaluation of Work Performance
  - b. Article 8: Salary and Health Benefits
  - c. Article 9: Work Year
  - d. Article 10: Promotion, Assignment, Vacancies and Transfer
  - e. Article 11: Retiree Health Benefits
  - f. Article 12: Summer School

Other items will only be introduced into the negotiations by mutual agreement.

5. The parties will make every reasonable effort to reach an agreement on items in #4 a-f above at the earliest possible but no later than June 30, 2024.
6. This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.

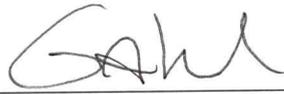
7. It is the District's intention to process payments as quickly as possible to get them in the hands of UPE members. The District agrees that agreed upon payments will be received by no later than ninety (90) days after approval by both parties, which consists of Board approval and Union ratification.

**For SCUSD**

  
\_\_\_\_\_  
Lisa Allen, Interim Superintendent

12.15.2023  
Date

**For UPE**

  
\_\_\_\_\_  
Garrett Kirkland, President

12.15.23  
Date

  
\_\_\_\_\_  
Richard Owen, Executive Director

12/15/23  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.2

**Meeting Date:** January 18, 2024

**Subject:** Public Hearing: AB 1200 Public Disclosure and Approval of MOU  
between SCUSD and the Teamsters Classified Supervisors

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve agreement between SCUSD and Teamsters Classified Supervisors for the 2022-23 year.

**Background/Rationale:** The parties' agreement is effective beginning July 1, 2022 and includes the following compensation items:

- A 10% salary schedule increase retroactive to July 1, 2022 for all Teamsters Classified Supervisors employees employed by the district as of June 30, 2023
- An additional 6% salary schedule increase retroactive to July 1, 2022 for specific job classifications employed by the district as of June 30, 2023

The attached agreement closes all negotiations for the period from July 1, 2022 to June 30, 2023. Additionally, the agreement closes negotiations for the period of July 1, 2023 through June 30, 2026 except for reopeners on the following items:

- a. Article 6 - Compensation
- b. Article 8 - Hours
- c. Article 9 – Assignments
- d. Article 10 – Holidays
- e. Article 11 – Vacations
- f. Article 13 – Transfers/Promotions
- g. Article 14 – Performance Evaluations
- h. Article 15 – Personnel Files

- i. Article 17 – Professional Growth Program
- j. Article 23 – Duration

**Financial Considerations:** Retroactive costs for all funds for the 2022-23 year of approximately \$426K, ongoing costs of \$426K in 2023-24, \$426K in 2024-25 and \$426K in 2025-26.

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

**Documents Attached:**

- AB 1200 Disclosure
- MOU between SCUSD and Teamsters Classified Supervisors

<p><b>Estimated Time of Presentation:</b> 5 Minutes <b>Submitted by:</b> Janea Marking, Chief Business and Operation Officer <b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

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

The proposed agreement covers the period beginning: **July 1, 2022** and ending: **June 30, 2023**  
 (date) (date)

The Governing Board will act upon this agreement on: **January 18, 2024**  
 (date)

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

**A. Proposed Change in Compensation**

Bargaining Unit Compensation  All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
1. <b>Salary Schedule</b> Including Step and Column	\$ 2,027,929	\$ 635,414	\$ 317,707	\$ 317,707	
		31.33%	11.93%	10.66%	
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -	
<b>Description of Other Compensation</b>					
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 693,757	\$ 216,744	\$ 108,372	\$ 108,372	
		31.24%	11.90%	10.64%	
4. <b>Health/Welfare Plans</b>	\$ 491,456	\$ -	\$ -	\$ -	
		0.00%	0.00%	0.00%	
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 3,213,142	\$ 852,158	\$ 426,079	\$ 426,079	
		26.52%	10.48%	9.49%	
6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	25.00				
7. <b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 128,526	\$ 34,086	\$ 17,043	\$ 17,043	
		26.52%	10.48%	9.49%	

**A. Proposed Change in Compensation (Continued)**

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

The parties agree to a 10% across the board salary increase retroactive to July 1, 2022 for employees employed as of June 30, 2023 and an additional 6% salary increase for specified job classifications retroactive to July 1, 2022 for employees employed as of June 30, 2023.

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

No

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

NA

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

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

NA

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

The settlement agreement and AB1200 reflect reductions to categorical program budgets for materials/supplies and operating costs to offset the projected increase in salary and benefit costs. Additionally, the district continues strategic planning for future budget adjustments necessary to balance the budget.

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

NA

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

NA

**F. Source of Funding for Proposed Agreement:**

1. Current Year

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

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

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

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

NA

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund  
Teamsters Classified Supervisors**

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 500,312,508		\$ -	\$ 500,312,508
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 12,144,270		\$ -	\$ 12,144,270
Other Local Revenue	8600-8799	\$ 4,365,410		\$ -	\$ 4,365,410
<b>TOTAL REVENUES</b>		\$ 516,822,188		\$ -	\$ 516,822,188
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 213,630,890	\$ -	\$ 4,357,498	\$ 217,988,388
Classified Salaries	2000-2999	\$ 51,334,360	\$ 121,074	\$ 3,929,663	\$ 55,385,097
Employee Benefits	3000-3999	\$ 137,484,805	\$ 39,678	\$ 2,171,255	\$ 139,695,738
Books and Supplies	4000-4999	\$ 8,706,896		\$ -	\$ 8,706,896
Services and Other Operating Expenditures	5000-5999	\$ 33,261,622		\$ -	\$ 33,261,622
Capital Outlay	6000-6999	\$ 1,527,015		\$ -	\$ 1,527,015
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (8,411,792)		\$ -	\$ (8,411,792)
<b>TOTAL EXPENDITURES</b>		\$ 439,044,097	\$ 160,752	\$ 10,458,416	\$ 449,663,265
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ (122,013,844)	\$ -		\$ (122,013,844)
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (41,760,354)	\$ (160,752)	\$ (10,458,416)	\$ (52,379,522)
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 135,640,173			\$ 135,640,173
Audit Adjustments/Other Restatements	9793/9795				\$ -
<b>ENDING FUND BALANCE</b>		\$ 93,879,819	\$ (160,752)	\$ (10,458,416)	\$ 83,260,651
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ 10,000,000	\$ -	\$ (10,000,000)	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,621,485	\$ -	\$ 212,383	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 66,933,334	\$ (160,752)	\$ (670,799)	\$ 66,101,783

\*Net Increase (Decrease) in Fund Balance

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

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**  
Bargaining Unit: Teamsters Classified Supervisors

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 2,478,216		\$ -	\$ 2,478,216
Federal Revenue 8100-8299	\$ 141,267,968		\$ -	\$ 141,267,968
Other State Revenue 8300-8599	\$ 111,594,017		\$ -	\$ 111,594,017
Other Local Revenue 8600-8799	\$ 3,852,936		\$ -	\$ 3,852,936
<b>TOTAL REVENUES</b>	\$ 259,193,137		\$ -	\$ 259,193,137
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 88,604,422	\$ -	\$ 686,381	\$ 89,290,803
Classified Salaries 2000-2999	\$ 38,920,725	\$ 248,875	\$ 1,738,650	\$ 40,908,250
Employee Benefits 3000-3999	\$ 91,229,242	\$ 84,895	\$ 691,264	\$ 92,005,401
Books and Supplies 4000-4999	\$ 50,939,113		\$ (1,725,033)	\$ 49,214,080
Services and Other Operating Expenditures 5000-5999	\$ 102,908,464		\$ (1,725,033)	\$ 101,183,431
Capital Outlay 6000-6999	\$ 14,660,255		\$ -	\$ 14,660,255
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 7,243,324		\$ -	\$ 7,243,324
<b>TOTAL EXPENDITURES</b>	\$ 394,505,544	\$ 333,770	\$ (333,770)	\$ 394,505,544
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ 122,013,844	\$ -	\$ -	\$ 122,013,844
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (13,298,562)	\$ (333,770)	\$ 333,770	\$ (13,298,562)
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 122,292,561			\$ 122,292,561
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 108,993,999	\$ (333,770)	\$ 333,770	\$ 108,993,999
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 108,993,999	\$ -	\$ -	\$ 108,993,999
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (333,770)	\$ 333,770	\$ -

\*Net Increase (Decrease) in Fund Balance

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

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Bargaining Unit:

Teamsters Classified Supervisors

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 502,790,724		\$ -	\$ 502,790,724
Federal Revenue	8100-8299	\$ 141,267,968		\$ -	\$ 141,267,968
Other State Revenue	8300-8599	\$ 123,738,287		\$ -	\$ 123,738,287
Other Local Revenue	8600-8799	\$ 8,218,346		\$ -	\$ 8,218,346
<b>TOTAL REVENUES</b>		<b>\$ 776,015,325</b>		<b>\$ -</b>	<b>\$ 776,015,325</b>
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 302,235,312	\$ -	\$ 5,043,879	\$ 307,279,191
Classified Salaries	2000-2999	\$ 90,255,085	\$ 369,949	\$ 5,668,313	\$ 96,293,347
Employee Benefits	3000-3999	\$ 228,714,048	\$ 124,573	\$ 2,862,519	\$ 231,701,140
Books and Supplies	4000-4999	\$ 59,646,009		\$ (1,725,033)	\$ 57,920,977
Services and Other Operating Expenditures	5000-5999	\$ 136,170,086		\$ (1,725,033)	\$ 134,445,053
Capital Outlay	6000-6999	\$ 16,187,269		\$ -	\$ 16,187,269
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (1,168,468)		\$ -	\$ (1,168,468)
<b>TOTAL EXPENDITURES</b>		<b>\$ 833,549,641</b>	<b>\$ 494,522</b>	<b>\$ 10,124,646</b>	<b>\$ 844,168,809</b>
<b>OTHER FINANCING SOURCES/USES</b>					
Transfer In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		<b>\$ (55,058,916)</b>	<b>\$ (494,522)</b>	<b>\$ (10,124,646)</b>	<b>\$ (65,678,084)</b>
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 257,932,735			\$ 257,932,735
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		<b>\$ 202,873,818</b>	<b>\$ (494,522)</b>	<b>\$ (10,124,646)</b>	<b>\$ 192,254,650</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 108,993,999	\$ -	\$ -	\$ 108,993,999
Committed	9750-9760	\$ 10,000,000	\$ -	\$ (10,000,000)	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,621,485	\$ -	\$ 212,383	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 66,933,334	\$ (494,522)	\$ (337,029)	\$ 66,101,783

\*Net Increase (Decrease) in Fund Balance

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

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

Teamsters Classified Supervisors

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (8/13/22)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 30,958,922		\$ -	\$ 30,958,922
Other State Revenue	8300-8599	\$ 4,049,024		\$ -	\$ 4,049,024
Other Local Revenue	8600-8799	\$ 638,600		\$ -	\$ 638,600
<b>TOTAL REVENUES</b>		<b>\$ 35,646,546</b>		<b>\$ -</b>	<b>\$ 35,646,546</b>
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 10,211,104	\$ 265,464	\$ -	\$ 10,476,568
Employee Benefits	3000-3999	\$ 7,839,001	\$ 92,170	\$ -	\$ 7,931,171
Books and Supplies	4000-4999	\$ 15,117,329		\$ -	\$ 15,117,329
Services and Other Operating Expenditures	5000-5999	\$ 714,207		\$ -	\$ 714,207
Capital Outlay	6000-6999	\$ 813,078		\$ -	\$ 813,078
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 674,012		\$ -	\$ 674,012
<b>TOTAL EXPENDITURES</b>		<b>\$ 35,368,731</b>	<b>\$ 357,634</b>	<b>\$ -</b>	<b>\$ 35,726,365</b>
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		<b>\$ 277,815</b>	<b>\$ (357,634)</b>	<b>\$ -</b>	<b>\$ (79,819)</b>
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 18,388,342			\$ 18,388,342
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		<b>\$ 18,666,157</b>	<b>\$ (357,634)</b>	<b>\$ -</b>	<b>\$ 18,308,523</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 18,439,707	\$ (357,634)	\$ -	\$ 18,082,073
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 226,450	\$ -	\$ -	\$ 226,450
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

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

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

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 10,458,416	Projected total cost of other settlement agreements including UPE, Teamst
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (333,770)	Reductions to books/operating costs to offset increase in salaries/benefits.
Other Financing Sources/Uses	\$ -	

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

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

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

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

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

Additional Comments:

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

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Unrestricted General Fund MYP**

Bargaining Unit:

Teamsters Classified Supervisors

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 500,312,508	\$ 501,672,557	\$ 505,297,188
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 12,144,270	\$ 16,034,263	\$ 16,034,263
Other Local Revenue 8600-8799	\$ 4,365,410	\$ 4,365,410	\$ 4,365,410
<b>TOTAL REVENUES</b>	\$ 516,822,188	\$ 522,072,230	\$ 525,696,861
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 217,988,388	\$ 202,003,549	\$ 204,286,024
Classified Salaries 2000-2999	\$ 55,385,097	\$ 51,299,940	\$ 51,644,862
Employee Benefits 3000-3999	\$ 139,695,738	\$ 143,746,839	\$ 150,311,119
Books and Supplies 4000-4999	\$ 8,706,896	\$ 8,706,896	\$ 8,791,123
Services and Other Operating Expenditures 5000-5999	\$ 33,261,622	\$ 31,738,233	\$ 31,822,459
Capital Outlay 6000-6999	\$ 1,527,015	\$ 86,073	\$ 86,073
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (8,411,792)	\$ (6,815,513)	\$ (7,109,051)
Other Adjustments			
<b>TOTAL EXPENDITURES</b>	\$ 449,663,265	\$ 432,276,317	\$ 441,342,908
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,475,399	\$ 2,475,399
Transfers Out and Other Uses 7600-7699	\$ -		
Contributions 8980-8999	\$ (122,013,844)	\$ (123,845,132)	\$ (133,142,899)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (52,379,522)	\$ (31,573,820)	\$ (46,313,547)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 135,640,173	\$ 83,260,651	\$ 51,686,831
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 83,260,651	\$ 51,686,831	\$ 5,373,284
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
Unassigned/Unappropriated Amount 9790	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Restricted General Fund MYP  
Teamsters Classified Supervisors**

Bargaining Unit:

Object Code		2023-24	2024-25	2025-26
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>				
LCFF Revenue	8010-8099	\$ 2,478,216	\$ 2,478,216	\$ 2,478,216
Federal Revenue	8100-8299	\$ 141,267,968	\$ 39,116,752	\$ 39,116,752
Other State Revenue	8300-8599	\$ 111,594,017	\$ 99,259,198	\$ 99,259,198
Other Local Revenue	8600-8799	\$ 3,852,936	\$ 2,308,318	\$ 2,308,318
<b>TOTAL REVENUES</b>		\$ 259,193,137	\$ 143,162,484	\$ 143,162,484
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 89,290,803	\$ 82,024,485	\$ 65,869,833
Classified Salaries	2000-2999	\$ 40,908,250	\$ 37,951,408	\$ 29,052,874
Employee Benefits	3000-3999	\$ 92,005,401	\$ 91,862,447	\$ 80,165,149
Books and Supplies	4000-4999	\$ 49,214,080	\$ 16,453,811	\$ 11,509,753
Services and Other Operating Expenditures	5000-5999	\$ 101,183,431	\$ 84,154,974	\$ 86,991,098
Capital Outlay	6000-6999	\$ 14,660,255	\$ 1,754,811	\$ 1,754,811
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,243,324	\$ 5,647,045	\$ 5,940,583
Other Adjustments			\$ (2,594,144)	\$ (4,542,517)
<b>TOTAL EXPENDITURES</b>		\$ 394,505,544	\$ 317,254,836	\$ 276,741,583
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 122,013,844	\$ 123,845,132	\$ 133,142,899
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (13,298,562)	\$ (50,247,220)	\$ (436,200)
<b>BEGINNING FUND BALANCE</b>				
	9791	\$ 122,292,561	\$ 108,993,999	\$ 58,746,779
Audit Adjustments/Other Restatements	9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>		\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund MYP**  
Bargaining Unit: Teamsters Classified Supervisors

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 502,790,724	\$ 504,150,773	\$ 507,775,404
Federal Revenue 8100-8299	\$ 141,267,968	\$ 39,116,752	\$ 39,116,752
Other State Revenue 8300-8599	\$ 123,738,287	\$ 115,293,461	\$ 115,293,461
Other Local Revenue 8600-8799	\$ 8,218,346	\$ 6,673,728	\$ 6,673,728
<b>TOTAL REVENUES</b>	\$ 776,015,325	\$ 665,234,714	\$ 668,859,345
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 307,279,191	\$ 284,028,034	\$ 270,155,857
Classified Salaries 2000-2999	\$ 96,293,347	\$ 89,251,348	\$ 80,697,736
Employee Benefits 3000-3999	\$ 231,701,140	\$ 235,609,286	\$ 230,476,268
Books and Supplies 4000-4999	\$ 57,920,977	\$ 25,160,707	\$ 20,300,876
Services and Other Operating Expenditures 5000-5999	\$ 134,445,053	\$ 115,893,207	\$ 118,813,557
Capital Outlay 6000-6999	\$ 16,187,269	\$ 1,840,884	\$ 1,840,884
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (1,168,468)	\$ (1,168,468)	\$ (1,168,468)
Other Adjustments		\$ (2,594,144)	\$ (4,542,517)
<b>TOTAL EXPENDITURES</b>	\$ 844,168,809	\$ 749,531,153	\$ 718,084,492
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,475,399	\$ 2,475,399
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (65,678,084)	\$ (81,821,040)	\$ (46,749,748)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 257,932,735	\$ 192,254,650	\$ 110,433,610
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 192,254,650	\$ 110,433,610	\$ 63,683,863
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
Unassigned/Unappropriated Amount 9790	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 844,168,809	\$ 749,531,153	\$ 718,084,492
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 844,168,809	\$ 749,531,153	\$ 718,084,492
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 16,883,376	\$ 14,990,623	\$ 14,361,690

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 82,935,651	\$ 51,361,831	\$ 5,048,284
f.	Reserve for Economic Uncertainties Percentage	9.82%	6.85%	0.70%

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

2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2025-26	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

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

The district continues to strategically plan on future budget adjustments necessary to balance the budget.

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

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 852,158
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (494,522)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (357,634)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (852,156)

**Variance** \$ 2

**Variance Explanation:**

Variance due to rounding.

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (55,058,916)	(6.6%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (65,678,084)	(7.8%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (81,821,040)	(10.9%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (46,749,748)	(6.5%)	

**Deficit Reduction Plan (as necessary):**

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,594,144)	Projected reduction to categorical programs to offset salary increases.
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (4,542,517)	Projected reduction to categorical programs to offset salary increases.

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

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2022 to June 30, 2023.

**Board Actions**

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

Current Year

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 10,976,802
Ending Balance(s) Increase/(Decrease)	<u>\$ (10,976,802)</u>

Subsequent Years

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

**Budget Revisions**

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

**Assumptions**

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

**Certifications**

I hereby certify                       I am unable to certify

_____	_____
<b>District Superintendent</b>	<b>Date</b>
(Signature)	

I hereby certify                       I am unable to certify

_____	_____
<b>Chief Business Official</b>	<b>Date</b>
(Signature)	

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



**K. CERTIFICATION NO. 2**

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

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

Sacramento City Unified School District

**District Name**

**District Superintendent  
(Signature)**

**Contact Person**

**Date**

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on January 18, 2024, took action to approve the proposed agreement with the Teamsters Classified Supervisors union.

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

**Date**

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

Tentative Agreement

By & Between

The Sacramento City Unified School District  
&  
Teamsters Classified Supervisors

December 19, 2023

The Sacramento City Unified School District (SCUSD) and Teamsters Classified Supervisors (TCS), hereby agree as follows:

1. **Contract Term:** The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, except for the re-openers in Paragraph #4.
2. **Salary Increase (2022-2023 Reopener):** The parties agree to a ten percent (10%) across-the-board salary increase for all employees represented by TCS and employed by the District on June 30, 2023, which will be added to salary schedules, effective and retroactive to July 1, 2022.

The parties agree to an additional six percent (6%) salary increase in recognition of the need to retain and recruit the following classifications for employees represented by TCS and employed by the District on June 30, 2023, which will be added to salary schedules, effective and retroactive to July 1, 2022:

- Multi-Site Supervisor
- Carpenter
- District Grounds
- Electrical
- Electronics
- Facilities Maintenance Glazier
- Industrial Food Production Equipment Contractor
- Hazardous Materials
- HVAC and Refrigeration
- Painter
- Printing
- Plumber

3. **Completion of Reopener Negotiations for 2022-2023:** The parties agree that this Agreement closes all-negotiations for the period July 1, 2022 through June 30, 2023.
4. **Successor Bargaining:** The parties further agree that successor contract negotiations for the period of July 1, 2023 through June 30, 2026, will comprise of the following items below and mutually agreed upon by the parties including compensation, for salaries for the 2023-2024,

2024-2025, and 2025-2026-school years. The parties will utilize the information provided by a class and compensation study to facilitate this effort. Additional successor articles shall be:

- a. Article 6: Compensation
- b. Article 8: Hours
- c. Article 9: Assignments
- d. Article 10: Holidays
- e. Article 11: Vacations
- f. Article 13: Transfers/Promotions
- g. Article 14: Performance Evaluations
- h. Article 15: Personnel Files
- i. Article 17 Professional Growth Program
- j. Article 23: Duration

Other items will only be introduced into the negotiations by mutual agreement.

- 5. **Modify Article 10.2.4:** The modification of 10.2.4 is to include Juneteenth (June 19<sup>th</sup>) as a mutually agreed upon and Board Granted holiday.
- 6. The parties will make every reasonable effort to reach an agreement on items in #4 a-j above at the earliest possible but no later than June 30, 2024.
- 7. This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.
- 8. It is the District's intention to process payments as quickly as possible to get them in the hands of TCS members. The District agrees that agreed upon payments will be received by no later than ninety (90) days after approval of this Tentative Agreement by both parties, which consists of Board approval and Union ratification.

For SCUSD

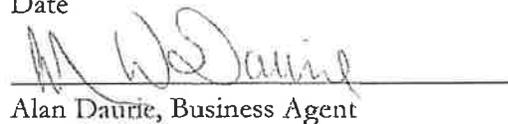
  
Lisa Allen, Interim Superintendent

12/20/2023  
Date

For TCS

  
Negotiators/TCS Members

12/20/2023  
Date

  
Alan Daurie, Business Agent

12/20/23  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.3

**Meeting Date:** January 18, 2024

**Subject:** Public Hearing: AB 1200 Public Disclosure and Approval of MOU  
between SCUSD and the Teamsters, Local 150 Union

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve agreement between SCUSD and Teamsters for the 2022-23 year.

**Background/Rationale:** The parties' agreement is effective beginning July 1, 2022 and includes the following compensation items:

- A 10% salary schedule increase retroactive to July 1, 2022 for Teamsters employees employed by the district as of June 30, 2023
- An additional 6% salary schedule increase retroactive to July 1, 2022 for School Plant Operations Managers I, II and III (excluding training positions) job classifications for employees employed by the district as of June 30, 2023

The attached agreement closes all negotiations for the period from July 1, 2022 to June 30, 2023. Additionally, the agreement closes negotiations for the period of July 1, 2023 through June 30, 2026 except for reopeners on the following items:

- a. Article 6 - Compensation
- b. Article 8 - Hours
- c. Article 9 – Assignments
- d. Article 10 – Holidays
- e. Article 11 – Vacations
- f. Article 13 – Transfers/Promotions
- g. Article 14 – Performance Evaluations

- h. Article 15 – Personnel Files
- i. Article 17 – Professional Growth Program
- j. Article 23 – Duration

**Financial Considerations:** Retroactive costs for all funds for the 2022-23 year of approximately \$953K, ongoing costs of \$953K in 2023-24, \$953K in 2024-25 and \$953K in 2025-26.

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

**Documents Attached:**

- AB 1200 Disclosure
- MOU between SCUSD and Teamsters

<p><b>Estimated Time of Presentation:</b> 5 Minutes <b>Submitted by:</b> Janea Marking, Chief Business and Operation Officer <b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

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

The proposed agreement covers the period beginning: **July 1, 2022** and ending: **June 30, 2023**  
 (date) (date)

The Governing Board will act upon this agreement on: **January 18, 2024**  
 (date)

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

**A. Proposed Change in Compensation**

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement			
		(Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
All Funds - Combined		2023-24	2024-25	2025-26	
1.	<b>Salary Schedule</b> Including Step and Column	\$ 4,343,313	\$ 1,433,102	\$ 716,551	\$ 716,551
			33.00%	12.40%	11.04%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
	<b>Description of Other Compensation</b>				
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 1,435,654	\$ 474,152	\$ 237,076	\$ 237,076
			33.03%	12.41%	11.04%
4.	<b>Health/Welfare Plans</b>	\$ 1,844,474	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
5.	<b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 7,623,441	\$ 1,907,254	\$ 953,627	\$ 953,627
			25.02%	10.01%	9.10%
6.	<b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	84.00			
7.	<b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 90,755	\$ 22,705	\$ 11,353	\$ 11,353
			25.02%	10.01%	9.10%

**A. Proposed Change in Compensation (Continued)**

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

The parties agree to a 10% across the board salary increase retroactive to July 1, 2022 for employees employed as of June 30, 2023 and an additional 6% salary increase for School Plant Operations Manager I, II and III positions retroactive to July 1, 2022 for employees employed as of June 30, 2023.

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

No

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

NA

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

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

NA

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

The settlement agreement and AB1200 reflect reductions to categorical program budgets for materials/supplies and operating costs to offset the projected increase in salary and benefit costs. Additionally, the district continues strategic planning for future budget adjustments necessary to balance the budget.

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

NA

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

NA

**F. Source of Funding for Proposed Agreement:**

1. Current Year

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

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

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

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

NA

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Bargaining Unit:

Teamsters

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board-Approved Budget Before Settlement (12/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 500,312,508		\$ -	\$ 500,312,508
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 12,144,270		\$ -	\$ 12,144,270
Other Local Revenue	8600-8799	\$ 4,365,410		\$ -	\$ 4,365,410
<b>TOTAL REVENUES</b>		\$ 516,822,188		\$ -	\$ 516,822,188
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 213,630,890	\$ -	\$ 4,357,498	\$ 217,988,388
Classified Salaries	2000-2999	\$ 51,334,360	\$ 1,346,960	\$ 2,703,777	\$ 55,385,097
Employee Benefits	3000-3999	\$ 137,484,805	\$ 444,307	\$ 1,766,626	\$ 139,695,738
Books and Supplies	4000-4999	\$ 8,706,896		\$ -	\$ 8,706,896
Services and Other Operating Expenditures	5000-5999	\$ 33,261,622		\$ -	\$ 33,261,622
Capital Outlay	6000-6999	\$ 1,527,015		\$ -	\$ 1,527,015
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (8,411,792)		\$ -	\$ (8,411,792)
<b>TOTAL EXPENDITURES</b>		\$ 439,044,097	\$ 1,791,267	\$ 8,827,901	\$ 449,663,265
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ (122,013,844)	\$ -		\$ (122,013,844)
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (41,760,354)	\$ (1,791,267)	\$ (8,827,901)	\$ (52,379,522)
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 135,640,173			\$ 135,640,173
Audit Adjustments/Other Restatements	9793/9795				\$ -
<b>ENDING FUND BALANCE</b>		\$ 93,879,819	\$ (1,791,267)	\$ (8,827,901)	\$ 83,260,651
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740				
Committed	9750-9760	\$ 10,000,000	\$ -	\$ (10,000,000)	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,621,485	\$ -	\$ 212,383	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 66,933,334	\$ (1,791,267)	\$ 959,716	\$ 66,101,783

\*Net Increase (Decrease) in Fund Balance

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

Sacramento City Unified School District  
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**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Bargaining Unit:

Teamsters

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (12/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 2,478,216		\$ -	\$ 2,478,216
Federal Revenue	8100-8299	\$ 141,267,968		\$ -	\$ 141,267,968
Other State Revenue	8300-8599	\$ 111,594,017		\$ -	\$ 111,594,017
Other Local Revenue	8600-8799	\$ 3,852,936		\$ -	\$ 3,852,936
<b>TOTAL REVENUES</b>		<b>\$ 259,193,137</b>		<b>\$ -</b>	<b>\$ 259,193,137</b>
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 88,604,422	\$ -	\$ 686,381	\$ 89,290,803
Classified Salaries	2000-2999	\$ 38,920,725	\$ -	\$ 1,987,525	\$ 40,908,250
Employee Benefits	3000-3999	\$ 91,229,242	\$ -	\$ 776,159	\$ 92,005,401
Books and Supplies	4000-4999	\$ 50,939,113		\$ (1,725,033)	\$ 49,214,080
Services and Other Operating Expenditures	5000-5999	\$ 102,908,464		\$ (1,725,033)	\$ 101,183,431
Capital Outlay	6000-6999	\$ 14,660,255		\$ -	\$ 14,660,255
Other Outgo (excluding Indirect Costs)	7100-7299	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,243,324		\$ -	\$ 7,243,324
<b>TOTAL EXPENDITURES</b>		<b>\$ 394,505,544</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 394,505,544</b>
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 122,013,844	\$ -	\$ -	\$ 122,013,844
<b>OPERATING SURPLUS (DEFICIT)*</b>		<b>\$ (13,298,562)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (13,298,562)</b>
<b>BEGINNING FUND BALANCE</b>					
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		<b>\$ 108,993,999</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108,993,999</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 108,993,999	\$ -	\$ -	\$ 108,993,999
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

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

Sacramento City Unified School District  
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**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Bargaining Unit:

Teamsters

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (12/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
LCFF Revenue	8010-8099	\$ 502,790,724		\$ -	\$ 502,790,724
Federal Revenue	8100-8299	\$ 141,267,968		\$ -	\$ 141,267,968
Other State Revenue	8300-8599	\$ 123,738,287		\$ -	\$ 123,738,287
Other Local Revenue	8600-8799	\$ 8,218,346		\$ -	\$ 8,218,346
<b>TOTAL REVENUES</b>		<b>\$ 776,015,325</b>		<b>\$ -</b>	<b>\$ 776,015,325</b>
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 302,235,312	\$ -	\$ 5,043,879	\$ 307,279,191
Classified Salaries	2000-2999	\$ 90,255,085	\$ 1,346,960	\$ 4,691,302	\$ 96,293,347
Employee Benefits	3000-3999	\$ 228,714,048	\$ 444,307	\$ 2,542,785	\$ 231,701,140
Books and Supplies	4000-4999	\$ 59,646,009		\$ (1,725,033)	\$ 57,920,977
Services and Other Operating Expenditures	5000-5999	\$ 136,170,086		\$ (1,725,033)	\$ 134,445,053
Capital Outlay	6000-6999	\$ 16,187,269		\$ -	\$ 16,187,269
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300		\$ -	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (1,168,468)		\$ -	\$ (1,168,468)
<b>TOTAL EXPENDITURES</b>		<b>\$ 833,549,641</b>	<b>\$ 1,791,267</b>	<b>\$ 8,827,901</b>	<b>\$ 844,168,809</b>
<b>OTHER FINANCING SOURCES/USES</b>					
Transfer In and Other Sources	8900-8979	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		<b>\$ (55,058,916)</b>	<b>\$ (1,791,267)</b>	<b>\$ (8,827,901)</b>	<b>\$ (65,678,084)</b>
<b>BEGINNING FUND BALANCE</b>					
Audit Adjustments/Other Restatements	9791 9793/9795	\$ 257,932,735 \$ -			\$ 257,932,735 \$ -
<b>ENDING FUND BALANCE</b>		<b>\$ 202,873,818</b>	<b>\$ (1,791,267)</b>	<b>\$ (8,827,901)</b>	<b>\$ 192,254,650</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ 325,000	\$ -	\$ -	\$ 325,000
Restricted	9740	\$ 108,993,999	\$ -	\$ -	\$ 108,993,999
Committed	9750-9760	\$ 10,000,000	\$ -	\$ (10,000,000)	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,621,485	\$ -	\$ 212,383	\$ 16,833,868
Unassigned/Unappropriated Amount	9790	\$ 66,933,334	\$ (1,791,267)	\$ 959,716	\$ 66,101,783

\*Net Increase (Decrease) in Fund Balance

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

Sacramento City Unified School District  
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**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Fund 11 - Adult Education Fund**

Bargaining Unit:

Teamsters

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 12/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
Federal Revenue	8100-8299	\$ 1,255,196		\$ -	\$ 1,255,196
Other State Revenue	8300-8599	\$ 2,658,057		\$ -	\$ 2,658,057
Other Local Revenue	8600-8799	\$ 2,992,564		\$ -	\$ 2,992,564
<b>TOTAL REVENUES</b>		\$ 6,905,817		\$ -	\$ 6,905,817
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 2,363,069	\$ -	\$ -	\$ 2,363,069
Classified Salaries	2000-2999	\$ 1,338,415	\$ 40,230	\$ -	\$ 1,378,645
Employee Benefits	3000-3999	\$ 2,286,870	\$ 13,922	\$ -	\$ 2,300,792
Books and Supplies	4000-4999	\$ 652,229		\$ -	\$ 652,229
Services and Other Operating Expenditures	5000-5999	\$ 668,388		\$ -	\$ 668,388
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 61,913		\$ -	\$ 61,913
<b>TOTAL EXPENDITURES</b>		\$ 7,370,884	\$ 54,152	\$ -	\$ 7,425,036
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (465,066)	\$ (54,152)	\$ -	\$ (519,218)
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 1,061,008			\$ 1,061,008
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 595,942	\$ (54,152)	\$ -	\$ 541,790
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 595,942	\$ (54,152)	\$ -	\$ 541,790

\*Net Increase (Decrease) in Fund Balance

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

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

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Fund 12 - Child Development Fund**

Bargaining Unit:

Teamsters

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (12/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
<b>REVENUES</b>					
Federal Revenue	8100-8299	\$ 7,181,688		\$ -	\$ 7,181,688
Other State Revenue	8300-8599	\$ 9,318,614		\$ -	\$ 9,318,614
Other Local Revenue	8600-8799	\$ 1,261,405		\$ -	\$ 1,261,405
<b>TOTAL REVENUES</b>		\$ 17,761,708		\$ -	\$ 17,761,708
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 4,755,085	\$ -	\$ -	\$ 4,755,085
Classified Salaries	2000-2999	\$ 2,687,162	\$ -	\$ -	\$ 2,687,162
Employee Benefits	3000-3999	\$ 5,667,990	\$ -	\$ -	\$ 5,667,990
Books and Supplies	4000-4999	\$ 2,432,122		\$ -	\$ 2,432,122
Services and Other Operating Expenditures	5000-5999	\$ 322,919		\$ -	\$ 322,919
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 432,543		\$ -	\$ 432,543
<b>TOTAL EXPENDITURES</b>		\$ 16,297,820	\$ -	\$ -	\$ 16,297,820
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ 1,463,888	\$ -	\$ -	\$ 1,463,888
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 1,239,859			\$ 1,239,859
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 2,703,746	\$ -	\$ -	\$ 2,703,746
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 2,457,829	\$ -	\$ -	\$ 2,457,829
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 245,917	\$ -	\$ -	\$ 245,917
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

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

Sacramento City Unified School District  
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**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

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

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (12/15/23)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
Federal Revenue	8100-8299	\$ 702,633		\$ -	\$ 702,633
Other State Revenue	8300-8599	\$ 20,375,073		\$ -	\$ 20,375,073
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
<b>TOTAL REVENUES</b>		\$ 21,077,706		\$ -	\$ 21,077,706
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 9,762,074	\$ -	\$ -	\$ 9,762,074
Classified Salaries	2000-2999	\$ 1,143,824	\$ 45,912	\$ -	\$ 1,189,736
Employee Benefits	3000-3999	\$ 6,140,145	\$ 15,922	\$ -	\$ 6,156,067
Books and Supplies	4000-4999	\$ 1,266,205		\$ -	\$ 1,266,205
Services and Other Operating Expenditures	5000-5999	\$ 2,093,492		\$ -	\$ 2,093,492
Capital Outlay	6000-6999	\$ 183,608		\$ -	\$ 183,608
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>		\$ 20,589,349	\$ 61,834	\$ -	\$ 20,651,183
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 2,475,399	\$ -	\$ -	\$ 2,475,399
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (1,987,041)	\$ (61,834)	\$ -	\$ (2,048,875)
<b>BEGINNING FUND BALANCE</b>					
	9791	\$ 15,520,269			\$ 15,520,269
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 13,533,227	\$ (61,834)	\$ -	\$ 13,471,393
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 6,941,246	\$ -	\$ -	\$ 6,941,246
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 6,591,981	\$ (61,834)	\$ -	\$ 6,530,147
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

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

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

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 8,827,901	Projected total cost of other settlement agreements including UPE, Teamst
Other Financing Sources/Uses	\$ -	

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

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

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

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

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

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

Additional Comments:

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

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Unrestricted General Fund MYP**

Bargaining Unit:

Teamsters

Object Code		2023-24	2024-25	2025-26
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>				
LCFF Revenue	8010-8099	\$ 500,312,508	\$ 501,672,557	\$ 505,297,188
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 12,144,270	\$ 16,034,263	\$ 16,034,263
Other Local Revenue	8600-8799	\$ 4,365,410	\$ 4,365,410	\$ 4,365,410
<b>TOTAL REVENUES</b>		\$ 516,822,188	\$ 522,072,230	\$ 525,696,861
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 217,988,388	\$ 202,003,549	\$ 204,286,024
Classified Salaries	2000-2999	\$ 55,385,097	\$ 51,299,940	\$ 51,644,862
Employee Benefits	3000-3999	\$ 139,695,738	\$ 143,746,839	\$ 150,311,119
Books and Supplies	4000-4999	\$ 8,706,896	\$ 8,706,896	\$ 8,791,123
Services and Other Operating Expenditures	5000-5999	\$ 33,261,622	\$ 31,738,233	\$ 31,822,459
Capital Outlay	6000-6999	\$ 1,527,015	\$ 86,073	\$ 86,073
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs	7300-7399	\$ (8,411,792)	\$ (6,815,513)	\$ (7,109,051)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>		\$ 449,663,265	\$ 432,276,317	\$ 441,342,908
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources	8900-8979	\$ 2,475,399	\$ 2,475,399	\$ 2,475,399
Transfers Out and Other Uses	7600-7699	\$ -		
Contributions	8980-8999	\$ (122,013,844)	\$ (123,845,132)	\$ (133,142,899)
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (52,379,522)	\$ (31,573,820)	\$ (46,313,547)
<b>BEGINNING FUND BALANCE</b>				
	9791	\$ 135,640,173	\$ 83,260,651	\$ 51,686,831
Audit Adjustments/Other Restatements	9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>		\$ 83,260,651	\$ 51,686,831	\$ 5,373,284
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable	9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted	9740			
Committed	9750-9760	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
Unassigned/Unappropriated Amount	9790	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Restricted General Fund MYP**

Bargaining Unit:

Teamsters

		2023-24	2024-25	2025-26
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
Object Code				
<b>REVENUES</b>				
LCFF Revenue	8010-8099	\$ 2,478,216	\$ 2,478,216	\$ 2,478,216
Federal Revenue	8100-8299	\$ 141,267,968	\$ 39,116,752	\$ 39,116,752
Other State Revenue	8300-8599	\$ 111,594,017	\$ 99,259,198	\$ 99,259,198
Other Local Revenue	8600-8799	\$ 3,852,936	\$ 2,308,318	\$ 2,308,318
<b>TOTAL REVENUES</b>		\$ 259,193,137	\$ 143,162,484	\$ 143,162,484
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 89,290,803	\$ 82,024,485	\$ 65,869,833
Classified Salaries	2000-2999	\$ 40,908,250	\$ 37,951,408	\$ 29,052,874
Employee Benefits	3000-3999	\$ 92,005,401	\$ 91,862,447	\$ 80,165,149
Books and Supplies	4000-4999	\$ 49,214,080	\$ 16,453,811	\$ 11,509,753
Services and Other Operating Expenditures	5000-5999	\$ 101,183,431	\$ 84,154,974	\$ 86,991,098
Capital Outlay	6000-6999	\$ 14,660,255	\$ 1,754,811	\$ 1,754,811
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -	\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 7,243,324	\$ 5,647,045	\$ 5,940,583
Other Adjustments			\$ (2,594,144)	\$ (4,542,517)
<b>TOTAL EXPENDITURES</b>		\$ 394,505,544	\$ 317,254,836	\$ 276,741,583
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
Contributions	8980-8999	\$ 122,013,844	\$ 123,845,132	\$ 133,142,899
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (13,298,562)	\$ (50,247,220)	\$ (436,200)
<b>BEGINNING FUND BALANCE</b>				
	9791	\$ 122,292,561	\$ 108,993,999	\$ 58,746,779
Audit Adjustments/Other Restatements	9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>		\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable	9711-9719	\$ -	\$ -	\$ -
Restricted	9740	\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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

**H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund MYP**

Bargaining Unit: Teamsters

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 502,790,724	\$ 504,150,773	\$ 507,775,404
Federal Revenue 8100-8299	\$ 141,267,968	\$ 39,116,752	\$ 39,116,752
Other State Revenue 8300-8599	\$ 123,738,287	\$ 115,293,461	\$ 115,293,461
Other Local Revenue 8600-8799	\$ 8,218,346	\$ 6,673,728	\$ 6,673,728
<b>TOTAL REVENUES</b>	<b>\$ 776,015,325</b>	<b>\$ 665,234,714</b>	<b>\$ 668,859,345</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 307,279,191	\$ 284,028,034	\$ 270,155,857
Classified Salaries 2000-2999	\$ 96,293,347	\$ 89,251,348	\$ 80,697,736
Employee Benefits 3000-3999	\$ 231,701,140	\$ 235,609,286	\$ 230,476,268
Books and Supplies 4000-4999	\$ 57,920,977	\$ 25,160,707	\$ 20,300,876
Services and Other Operating Expenditures 5000-5999	\$ 134,445,053	\$ 115,893,207	\$ 118,813,557
Capital Outlay 6000-6999	\$ 16,187,269	\$ 1,840,884	\$ 1,840,884
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 1,510,300	\$ 1,510,300	\$ 1,510,300
Transfers of Indirect Costs 7300-7399	\$ (1,168,468)	\$ (1,168,468)	\$ (1,168,468)
Other Adjustments		\$ (2,594,144)	\$ (4,542,517)
<b>TOTAL EXPENDITURES</b>	<b>\$ 844,168,809</b>	<b>\$ 749,531,153</b>	<b>\$ 718,084,492</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 2,475,399	\$ 2,475,399	\$ 2,475,399
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (65,678,084)</b>	<b>\$ (81,821,040)</b>	<b>\$ (46,749,748)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 257,932,735	\$ 192,254,650	\$ 110,433,610
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 192,254,650</b>	<b>\$ 110,433,610</b>	<b>\$ 63,683,863</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 325,000	\$ 325,000	\$ 325,000
Restricted 9740	\$ 108,993,999	\$ 58,746,779	\$ 58,310,578
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
Unassigned/Unappropriated Amount 9790	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

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

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 844,168,809	\$ 749,531,153	\$ 718,084,492
b.	Less: Special Education Pass-Through Funds		\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 844,168,809	\$ 749,531,153	\$ 718,084,492
d.	State Standard Minimum Reserve Percentage for this District Enter percentage	2.00%	2.00%	2.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 16,883,376	\$ 14,990,623	\$ 14,361,690

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 16,833,868	\$ 14,941,115	\$ 14,312,182
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 66,101,783	\$ 36,420,716	\$ (9,263,898)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 82,935,651	\$ 51,361,831	\$ 5,048,284
f.	Reserve for Economic Uncertainties Percentage	9.82%	6.85%	0.70%

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

2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2025-26	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

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

The district continues to strategically plan on future budget adjustments necessary to balance the budget.

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

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

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 1,907,254
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (1,791,267)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (54,152)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ (61,834)
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (1,907,253)

Variance \$ 1

**Variance Explanation:**

Variance due to rounding.

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (55,058,916)	(6.6%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (65,678,084)	(7.8%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (81,821,040)	(10.9%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (46,749,748)	(6.5%)	

**Deficit Reduction Plan (as necessary):**

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

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ (2,594,144)	Projected reduction to categorical programs to offset salary increases.
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ (4,542,517)	Projected reduction to categorical programs to offset salary increases.

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

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Sacramento City Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2022 to June 30, 2023.

**Board Actions**

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

Current Year

**Budget Adjustment Categories:**

	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Transfers In and Other Sources/Contributions	\$ -
Expenditures/Transfers Out and Other Uses	\$ 10,735,154
Ending Balance(s) Increase/(Decrease)	\$ (10,735,154)

Subsequent Years

**Budget Adjustment Categories:**

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

**Budget Revisions**

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

**Assumptions**

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

**Certifications**

I hereby certify                       I am unable to certify

\_\_\_\_\_ **District Superintendent**  
(Signature)

\_\_\_\_\_ **Date**

I hereby certify                       I am unable to certify

\_\_\_\_\_ **Chief Business Official**  
(Signature)

\_\_\_\_\_ **Date**

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



**K. CERTIFICATION NO. 2**

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

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

Sacramento City Unified School District

**District Name**

**District Superintendent  
(Signature)**

**Date**

Contact Person

Phone

**Contact Person**

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on January 18, 2024, took action to approve the proposed agreement with the Teamsters union.

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

**Date**

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

Tentative Agreement

By & Between

The Sacramento City Unified School District  
&  
Teamsters, Local 150

**December 20, 2023**

The Sacramento City Unified School District (SCUSD) and Teamsters, Local 150, hereby agree as follows:

1. **Contract Term:** The Collective Bargaining Agreement will have a three-year term of July 1, 2023, through June 30, 2026, except for the re-openers in Paragraph #4.
2. **Salary Increase (2022-2023 Reopener):** The parties agree to a ten percent (10%) across-the-board salary increase for all employees represented by Teamsters and employed by the District on June 30, 2023, which will be added to salary schedules, effective and retroactive to July 1, 2022.

The parties agree to an additional six percent (6%) salary increase in recognition of the need to retain and recruit the following classifications for employees represented by Teamsters and employed by the District on June 30, 2023, which will be added to salary schedules, effective and retroactive to July 1, 2022:

- School Plant Operations Managers I, II, and III (excluding training positions)

3. **Completion of Reopener Negotiations for 2022-2023:** The parties agree that this Agreement closes all negotiations for the period July 1, 2022 through June 30, 2023.
4. **Successor Bargaining:** The parties further agree that successor contract negotiations for the period of July 1, 2023 through June 30, 2026, will comprise of the following items below and mutually agreed upon by the parties including compensation, for salaries for the 2023-2024, 2024-2025, and 2025-2026-school years. The parties will utilize the information provided by a class and compensation study to facilitate this effort. Additional successor articles shall be:
  - a. Article 6: Compensation
  - b. Article 8: Hours
  - c. Article 9: Assignments
  - d. Article 10: Holidays
  - e. Article 11: Vacations
  - f. Article 13: Transfers/Promotions
  - g. Article 14: Performance Evaluations
  - h. Article 15: Personnel Files
  - i. Article 17 Professional Growth Program
  - j. Article 23: Duration

Other items will only be introduced into the negotiations by mutual agreement.

5. **Modify Article 10.2.4:** The modification of 10.2.4 is to include Juneteenth (June 19<sup>th</sup>) as a mutually agreed upon and Board Granted holiday.
6. The parties will make every reasonable effort to reach an agreement on items in #4 a-j above at the earliest possible but no later than June 30, 2024.
7. This agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.
8. It is the District's intention to process payments as quickly as possible to get them in the hands of Teamsters members. The District agrees that agreed upon payments will be received by no later than ninety (90) days after approval of this Tentative Agreement by both parties, which consists of Board approval and Union ratification.

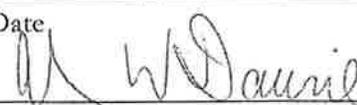
For SCUSD

  
\_\_\_\_\_  
Lisa Allen, Interim Superintendent

12/20/2023  
Date

For Teamsters

  
\_\_\_\_\_  
Negotiators/Teamsters Members

12-20-23  
Date  
  
\_\_\_\_\_  
Alan Daurie, Business Agent  
12/20/23  
Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.4

**Meeting Date:** January 18, 2024

**Subject:** Public Hearing: AB 1200 Public Disclosure of Proposed Salary Improvements for Non-represented, Confidential and Management Employees

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

**Division:** Labor Relations; Business Services

**Recommendation:** Approve proposed salary improvements for non-represented, confidential and management employees for the 2022-23 year.

**Background/Rationale:** The below proposed salary improvements are provided for non-represented, confidential and management employees for the 2022-23 year.

- A 10% salary schedule increase retroactive to July 1, 2022 for all non-represented, confidential and management employees

**Financial Considerations:** Retroactive costs for all funds for the 2022-23 year of approximately \$742K, ongoing costs of \$742K in 2023-24, \$742K in 2024-25 and \$742K in 2025-26.

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

**Documents Attached:**

- AB 1200 Disclosure

<p><b>Estimated Time of Presentation:</b> 5 Minutes <b>Submitted by:</b> Janea Marking, Chief Business and Operation Officer <b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

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

The proposed agreement covers the period beginning: **July 1, 2022** and ending: **June 30, 2023**  
 (date) (date)

The Governing Board will act upon this agreement on: **January 18, 2024**  
 (date)

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

**A. Proposed Change in Compensation**

Bargaining Unit Compensation  All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 multiyear and overlapping agreements and Step & Column increases)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. <b>Salary Schedule</b> Including Step and Column	\$ 24,440,475	\$ 4,888,096	\$ 2,444,048	\$ 2,444,048
		20.00%	8.33%	7.69%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -
<b>Description of Other Compensation</b>				
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 7,424,242	\$ 1,484,848	\$ 742,424	\$ 742,424
		20.00%	8.33%	7.69%
4. <b>Health/Welfare Plans</b>	\$ 4,569,084	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 36,433,801	\$ 6,372,944	\$ 3,186,472	\$ 3,186,472
		17.49%	7.44%	6.93%
6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	228.13			
7. <b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 159,704	\$ 27,935	\$ 13,968	\$ 13,968
		17.49%	7.44%	6.93%



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1

**Meeting Date:** January 18, 2024

**Subject:** Presentation of the District Strategic Arts Plan

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

**Division:** Curriculum and Instruction/Culture and Climate and SEL/Visual and Performing Arts

**Recommendation:** It is the recommendation that the Board vote to adopt this 5-year Strategic Arts Plan for the district.

**Background/Rationale:** This District Arts Plan was created by a group of 10 VAPA teachers (District Arts Team) from Jan 2022 - June 2023 meeting monthly with input from a Community Arts Team (CAT) that met quarterly to review the work of the DAT. Both groups were facilitated by the District VAPA Coordinator. This plan details how, over the course of the next 5 years, arts instruction can be implemented across the district to ensure that every child has access to quality arts instruction during the school day.

**Financial Considerations:** The full scope of the financial implications over the next 5 years is unknown but a funding plan will be presented at a later date.

**LCAP Goal(s):** This Arts Plan adheres closely to SCUSD's Core Value and Guiding principle. The goal of this arts plan is to "level the playing field" and ensure that EVERY child in SCUSD has access to high quality art instruction at any school they attend and to prepare students for potential careers in the California Creative Economy. This District Arts Plan has elements that will positively address every single goal in the LCAP. If implemented with fidelity, students throughout the district will receive culturally responsive arts instruction to help them learn to express themselves creatively through the mediums of art, music, dance, theater, and media arts. Arts instruction incorporates

every other academic discipline while also helping to positively effect student mental health, social emotional learning, and contributes positively to school culture.

**Documents Attached:**

1. Executive Summary
2. District Arts Plan Draft

**Estimated Time of Presentation:** N/A

**Submitted by:** Yvonne Wright, Chief Academic Officer and CJ  
DeAngelus, VAPA Coordinator

**Approved by:** Lisa Allen, Interim Superintendent

# Board of Education Executive Summary

## Visual and Performing Arts (VAPA)

Presentation of District Arts Plan  
January 18, 2024



### I. OVERVIEW / HISTORY

- a. The District Strategic Arts Plan has been a work in progress for more than five years. Initially this process was started with a Strategic Arts Planning Grant from SCOE which allowed us to create a District Arts Team to evaluate the state of arts education in the district and make recommendation on how to improve arts equity and access for all students over the course of five years . In February of 2023, the SCUSD School Board approved a Visual and Performing Arts policy that mandated the creation of a District Arts Plan to implement academic standards and curriculum for all arts programs, guide the district in hiring qualified, credentialed arts teachers, create and provide professional development for teachers, and develop metrics to evaluate the success of the implementation of this Arts Plan. After several years of hard work, our District Arts Team will be presenting their findings and recommendations to the board.

### II. DRIVING GOVERNANCE

- a. The driving governance for the creation of this plan is the SCUSD Board VAPA Policy what was updated and adopted last year that described in detail how the board would like the VAPA department to move forward to improve equity and access to arts instruction for all students.

### III. BUDGET

- a. At this time the full budget implications of the plan are not known, however, once the plan is adopted, the VAPA department shall begin the process of analyzing the plan for full budget implications, which will be presented at a later time.

### IV. GOALS, OBJECTIVES, AND MEASURES

- a. The goal and mission of this plan is that every SCUSD student in K-12 will be provided a high-quality, standards-based, comprehensive, sequential arts education during the school day taught by qualified, credentialed, and trained teachers at any school that they attend.

### V. MAJOR INITIATIVES

- a. Adoption of this plan will inform the work of the Visual and Performing Arts Department for the next five years.

### VI. RESULTS

# Board of Education Executive Summary

## Visual and Performing Arts (VAPA)

Presentation of District Arts Plan  
January 18, 2024



- a. Results will be reported as often as the board requests. Ideally, the VAPA department will provide yearly updates on Arts Plan progress annually (as mandated by the Board VAPA Policy)

### **VII. LESSONS LEARNED / NEXT STEPS**

- a. Our next steps after adoption is to analyze the cost of arts plan implementation and develop a funding strategy for implementation of the plan over the next five years. This will be presented to the board at a later date.

# **Sacramento City Unified School District**

Visual and Performing Arts Master Plan  
(DRAFT)  
2024-2029



# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## Message from the Superintendent

It is my honor and privilege to present the Sacramento City Unified School District Visual and Performing Arts Master Plan 2023-2028.

The last few years have been a challenging time in education in our community for students, parents, and teachers alike. During this time, the arts has helped our students greatly with self-expression and social emotional learning, however, the isolation of COVID-19 put a heavy strain on arts programs in our district.

Upon returning to in-person instruction, our dedicated District Arts Team began the process of examining the state of arts education throughout our district and began to formulate a plan for how to expand and grow arts instruction to benefit ALL students in SCUSD, regardless of what school they attend. During this process, the voters of California overwhelmingly passed Proposition 28, which will contribute millions of dollars for arts and music education programs throughout the state. As our team moved forward in the arts planning process it became clear that with this new funding, our Strategic Arts Plan would become a reality even sooner than anticipated.

I am extremely proud of the hardworking team of Visual and Performing Arts teachers that have put countless hours into the creation of this Strategic Arts Plan as well as each of the community stakeholders that participated in this process. Each person involved in this plan represents unique and equal perspectives from all corners of our community and came together to ensure that all of our students will receive high-quality, comprehensive, sequential arts education that aligns with the California Arts Standards and Visual and Performing Arts Framework. This document will guide our district in providing arts education for all students in the district over the next five years and beyond.

I would like to especially thank C.J. DeAngelus, our Visual and Performing Arts Coordinator, Peggy Burt, our Strategic Arts Planning Consultant, and the Sacramento County Office of Education for awarding our district a Strategic Arts Planning Grant.

Arts education is indeed the key to cultivating creative, well-rounded, empathetic, and resilient students as well as developing cultural literacy and creating global citizens. I look forward to seeing this comprehensive plan provide our students with the tools and skills they need to become lifelong learners and creators of art and music, as well as preparing them for college and careers in the California Creative Economy.

Congratulations and many thanks to everyone that contributed to this, the first Sacramento City Unified School District Visual and Performing Arts Master Plan.

Lisa Allen  
Interim Superintendent of the Sacramento City Unified School District

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## SCUSD CORE Value

We recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness.

### Equity, Access, and Social Justice Guiding Principle

All students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options.



Lisa Allen, Interim Superintendent

**SCUSD Visual and Performing Arts Master Plan DRAFT  
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Board of Education Members



**Chinua Rhodes**  
President,  
Board of Education Trustee, Area 5



**Christina Pritchett**  
Board of Education Trustee, Area 3



**Lavinia Grace Phillips**  
1st Vice President  
Board of Education Trustee, Area 7



**Jamee Villa**  
Board of Education Trustee, Area 4



**Jasjit Singh**  
2nd Vice President  
Board of Education Trustee, Area 2



**Taylor Kayatta**  
Board of Education Trustee, Area 6



**Tara Jeane**  
Board of Education Trustee, Area 1



**Liliana "Gracie" Miller Segura**  
Student Board Member

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## District and Community Arts Teams

### District Arts Team (DAT)

<b>C.J. DeAngelus, Jr.</b>	SCUSD Visual and Performing Arts Coordinator
<b>Jeris Baker</b> - Visual Art	C.K. McClatchy High School
<b>Lenore Devereux</b> - Visual Art	C.K. McClatchy High School
<b>Tylen Einweck</b> - Theater	C.K. McClatchy High School
<b>Mollie Morrison</b> (Chair) - Visual Art	C.K. McClatchy High School
<b>Jennifer Nakayama</b> - Music	Fern Bacon Middle School/Leonardo Di Vinci K-8
<b>Marie Rodriguez</b> - Visual Art	Hiram Johnson High School
<b>Bryan Stroh</b> - Music	John F . Kennedy High School
<b>Sandra Whitehead</b> - Visual Art	Kit Carson/West Campus High School
<b>Danielle Yeti</b> - Music	A.M. Winn K-8

### Past Members and Contributors

<b>John Doolittle</b> - Visual Art	Luther Burbank High School
<b>Jorge Munoz</b> - Music	C.K. McClatchy High School
<b>Joel Smith</b> - Visual Arts	Luther Burbank High School
<b>Eva Zunkeler</b> - Visual Arts/SPED	Nicholas Elementary
<b>Gary Coartney</b>	Former SCUSD VAPA Coordinator

### Community Arts Team (CAT)

Emili Danz	Andrea Egan	Lisa Vasquez
Megan Wygant	Jasmin Martinez	Heather Hogan
Jackie White	Lisa Murawski	Hulita Saafi
Allison Cagley	Robin Fisher	Sarah Soto-Taylor
Melissa Cirone	Sabrina Garcia	Becky Wiegand
Allison Frenzel	Andrew Kehoe	Treci Gorin
Timothy Stanley	Maya Renee Wallace	Tatiana Gonzalez
Michele Hillen-Noufer	Patrick Reilly	Kimberly Pebbles
Steven Fong	Sara Gorrell	Ezra Lipp
Cristin Tahara	Lisa Dillon	Arryella Navarrete
Charla Lawson	Stacie Frerichs	Stephanie Herzog
Angelia Jones	Melissa Kelman	Kaila Velasquez
Karen Bridges	SkyDawn Moccasin-Flower	Helena Gonzalez

Special Thanks to Peggy Burt - Strategic Arts Planning Consultant

**SCUSD Visual and Performing Arts Master Plan DRAFT  
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*CK McClatchy orchestra students perform during their Arts Immersion Event*

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## I. Executive Summary

The Sacramento City Unified School District's District and Community Arts Teams believe that the Visual and Performing Arts are an essential part of a 21st Century education. As a result, we proudly present this Visual and Performing Arts Master Plan to the district in order to make standards-based arts education equitable and sustainable for all schools in SCUSD. This VAPA plan will help to guide the district to increase staffing and training in the arts to deliver high-quality arts education to our students that will allow them to not only excel in the arts, but to use the skills that they are taught in all aspects of their lives.

### **Putting the Team Together: A Narrative**

In February of 2022, a group of dedicated educators and artists in the Sacramento City Unified School District assembled to start work on a Strategic Arts Plan that would bring visual art, music, dance, theater, and media arts to all students throughout the district. This group brought to the table a wide variety of experiences, some had taught for decades and others had started their career during the COVID pandemic. Each of these talented and dedicated educators had one unifying vision: to make sure that every student in SCUSD had access to arts classes during the school day, no matter what school they attended.

That following May, a diverse team of district and community members was brought together as the Community Arts Team (CAT). Some members were directly involved in the Sacramento creative economy and others simply had a deep appreciation. This group consisted of parents, teachers, administrators, business leaders, non-profit organizations, and school board members. Both of these groups met regularly to provide input as to what arts education should look like in SCUSD and how we could build our visual and performing arts programs over the next five years to ensure that every student in the district was provided with a comprehensive arts education.

Over the course of the months that followed, these teams met regularly to discuss what high-quality instruction in the arts looked like in our district and how best to implement comprehensive arts education policies in order to unlock the creativity and potential within the students of Sacramento. This plan is the culmination of those months of work; a living document to guide the district in creating a robust visual and performing arts curriculum to ensure that our students are lifelong learners in the arts and to help prepare those that choose a career in the arts to become professional artists and musicians after graduation or continue their education at the post-secondary level.

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

The SCUSD District and Community Arts Team members agreed to collaborate with the following elements in mind:

## Content

- Sequential Standards-Based Curriculum (Integrated & Discrete)
- Instruction & Methodology
- Student Assessment
- Professional Development/Learning
- Frequency/Consistency of Delivery
- Equity of Arts Instruction

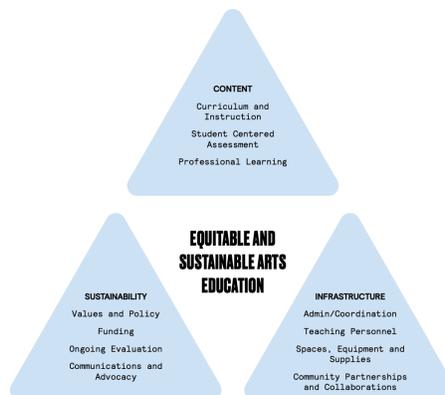
## Infrastructure

- Facilities & Equipment
- Partnerships & Collaboration
- Program Administration & Personnel

## Sustainability

- Leadership
- Communication
- Student Voice/Input - Student Centered Learning
- School Board Advocacy
- School/District/State Policy
- Adequate Funding
- Community Support/Engagement/Collaboration (Family, Parent, Civic, Non-profit, Trustees)

### KEY COMPONENTS OF EQUITABLE AND SUSTAINABLE ARTS EDUCATION



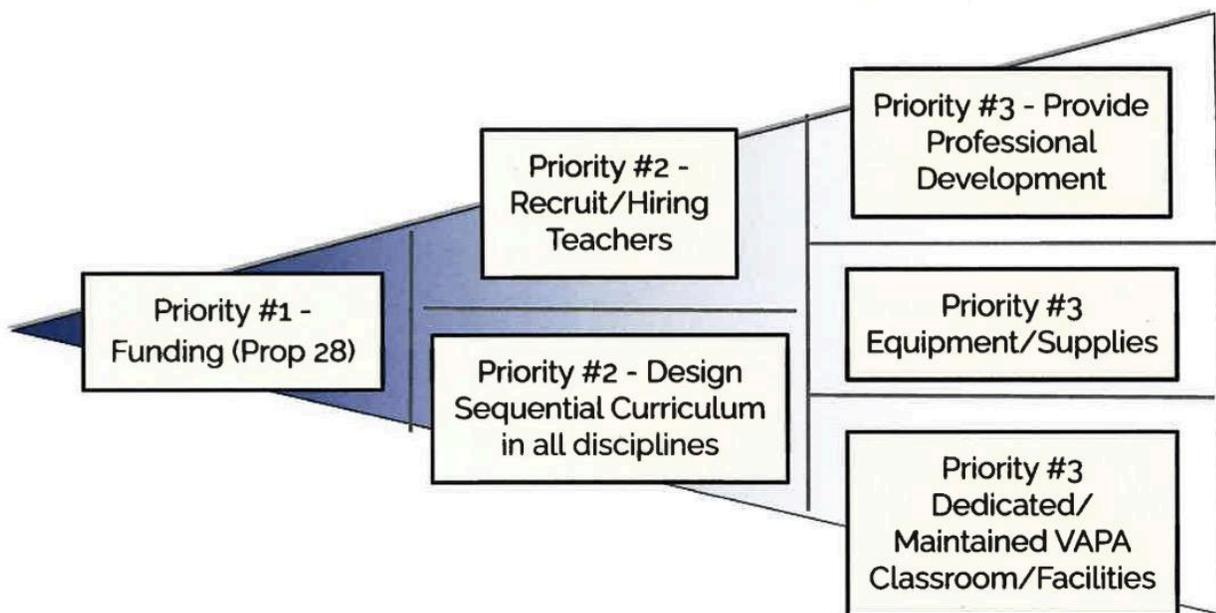
# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

The SCUSD Visual and Performing Arts Strategic Plan is aligned to the model described in the *Strategic Arts Education Planning Guide: Expanding Access to the Arts in Schools and Communities* published by the Create CA and the LA County Department of Arts & Culture Arts Ed Collective. This state-wide method is considered a best practice and has been utilized by a large number of districts and counties who have created Strategic Arts Education Plans in this manner.

The Strategic Arts Planning Process Included:

- An assessment of the current arts programs and practices in the district.
- The establishment of an updated SCUSD District Arts Education Policy that would give direction to the Strategic Arts Plan.
- Identification of a practical vision for the arts for the next five years.
- Writing the action plan to articulate strategic goals, strategies, and a timeline for implementation
- The articulation of priorities and creation of a Strategic Priority Wedge to illustrate the desired primary, secondary, and tertiary priorities of the plan (pictured below)

## Strategic Priority Wedge



# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## II. Mission Statement and Vision

Our first steps as a team were to develop a cohesive mission statement and vision that would guide the team through the strategic arts planning process. Through a series of conversations and exercises the District Arts Team (DAT) crafted the following guiding statements:

### Statement of Purpose

The SCUSD Visual and Performing Arts Master Plan illuminates how Arts education is key to cultivating creative, well-rounded, empathetic, and resilient students.

### Mission Statement

Every SCUSD student in TK-12 will be provided a high-quality, standards-based, comprehensive, sequential arts education during the school day taught by qualified, credentialed, and trained teachers at any school that they attend.



*C.K. McClatchy students in The Pajama Game*

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## SCUSD District Arts Team Statement of Values

The SCUSD District Arts Team strives to create an environment for our students where ALL students have access to high-quality instruction in the arts from TK-12th grade. We will know that we have achieved our goals when we see:

- Engaged students who have been empowered to contribute, experiment, and collaborate with the goal of artistic expression.
- Students demonstrating their understanding of techniques through critique, reflection, and creative projects or outcomes.
- Prepared students creating/producing relevant and culturally diverse artifacts that are directly related to the California Arts Standards, using key vocabulary and a wide range of materials and skills, both individually and collaboratively.
- A school system that supports and guides students' development as whole people, including artistic expression through various mediums.
- Students, teachers, and administrators creating opportunities for the community to engage with various forms of artistic expression.
- Every student receiving necessary supplies and appropriate facilities to support arts learning. These include safe and functioning, up-to-date technology, studio equipment, and adequate consumable materials.

*"I might not be in high school if it was not for this program. I come (to school) for this program and everything else. I go through my whole day looking forward to music class."*

- Kathryn Taytroe, CKM VAPA Music class of 2022

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## III. Rationale for the Arts Plan:

### Defining Our “Why”: The Case for Expanding Arts Education in SCUSD

In 2018, the C.K. McClatchy (CKM) Visual and Performing Arts (VAPA) Department, researched and graphed data obtained by surveying a cross section of students in visual and performing arts classes to determine how prepared they were for secondary art courses based on their exposure and experience in art classes in junior high and elementary school. The data showed that more than half of the CKM student population had two years or less of any art prior to their arrival to high school. Only three percent have had access to a regular art course, provided by the district, in their entire career as students. Social Emotional Learning (SEL), graduation rates, and school climate and culture are all negatively affected by the lack of arts in school. We have an opportunity to make a change at SCUSD.

#### **Looking Through the Lens of a State-wide Perspective**

*The following information is excerpted from the recently adopted California Arts Framework for Public Schools, Transitional Kindergarten Through Grade Twelve, Chapter 1: Vision and Goals for Standards-Based Arts Education, published by the California Department of Education in November, 2021:*

California *Education Code* has recognized that the arts are a core component in every child’s education. California understands that students need arts education throughout their TK–12 schooling to become citizens who communicate powerfully and diversely; create and innovate personally relevant work; connect to culture, history, and society; feel a sense of well-being, and actively participate in their communities. This recognition, which emphasizes the inclusive nature of the arts, stipulates the following:

*Education Code Section 51210:*

*(a) The adopted course of study for grades 1 to 6, inclusive, shall include instruction, beginning in grade 1 and continuing through grade 6, in the following areas of study: ... (5) Visual and performing arts, including instruction in the*

## **SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029**

*subjects of dance, music, theater, and visual arts, aimed at the development of aesthetic appreciation and the skills of creative expression.*

*Education Code Section 51220:*

*The adopted course of study for grades 7 to 12, inclusive, shall offer courses in the following areas of study: ... (g) Visual and performing arts, including dance, music, theater, and visual arts, with emphasis upon development of aesthetic appreciation and the skills of creative expression.*

California further stipulates discrete arts learning in high school graduation requirements and “F” requirements for University of California (UC) and California State University (CSU) admission. Discrete arts learning is distinguished as devoted instruction for the purpose of student achievement in the arts standards.

The following information highlights three key areas of concern and opportunity through the arts:

- 1) Social Emotional Development through the Arts
- 2) Cultural Relevance in and through the Arts
- 3) College and Career opportunities through the Arts

### **Social and Emotional Development Through the Arts Disciplines**

Through the artistic processes, creative practices, and social interactions inherent in the arts, students acquire and are able to apply the knowledge and skills necessary to establish and maintain positive relationships with others, set and achieve goals, practice empathy for others, recognize and effectively express emotions, and make responsible decisions, all of which are the tenets of social and emotional learning (Durlak et al. 2011). ‘Social and Emotional Learning’ is defined as including five core competencies: self-awareness, self-management, social awareness, relationships skills, and responsible decision-making (Dymnicki, Sambolt, and Kidron 2013). As students engage in

## **SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029**

the unique processes and practices of the arts disciplines, they gain awareness, practice, and become competent in these areas.

### **Community and Cultural Development Through the Arts Disciplines**

As students view, make, share, and discuss art works, they discover that the arts do not exist in isolation, but rather through multiple dimensions of time, space, culture, and history. Art-making, in all these dimensions, then influences students' interaction with art and how these interactions can impact their lives (NCCAS 2014). Research shows an increase in social cohesion among students, a greater self-reliance among students, better social adjustment, and more positive attitudes in students through an increase of arts in the curriculum (Hallam 2010).

Through artistic processes, students engage in and develop important and corresponding social practices. These social practices are: developing craft, engaging and persisting, envisioning, expressing, observing, reflecting, stretching, and exploring and understanding art worlds (Hetland et al. 2013). In *Why Our Schools Need the Arts*, Davis adds:

*The arts provide ways for children to create and communicate their own individual cultures, to experience the differences and similarities among the cultures of family or nationality that are imprinted on different forms of art, and to discover the common features of expression that attest to a human connection contained in and beyond difference (2008).*

### **Preparing Students for Careers**

Arts education directly and indirectly prepares all California students for future jobs and careers. The arts develop students' creative and innovative capacities, critical thinking and problem-solving skills, communication skills, and collaboration and cooperation skills, which prepare them for nearly any conceivable job or career. These are skills that many industries demand of the workforce at all levels. Sequential standards-based arts education also, depending on coursework, can prepare students to continue in university and arts school studies or even to enter the creative workforce immediately.

## **SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029**

The SCUSD District and Community Arts Teams believe that all students have the following rights:

### **Declaration of the Rights for all Students to Equity in Arts Learning**

1. The right to equitable access to PreK-12 free, coherent, and sequential standards-based arts learning that is part of the core curriculum and that provides both integrated and discrete visual and performing arts learning opportunities; and the right to equitable outcomes as a result of this access, without distinction on account of race, culture, language, religion, national origin, geographical location, or legal status.
2. The right to special protection for every student's artistic and aesthetic development. The right to protection from policies and practices that exclude or preclude certain students or populations from equitable access and to success in powerful and coherent arts learning in PreK-12th grades.
3. The right to arts learning that is culturally and linguistically responsive and relevant, with attention to those populations that have traditionally been excluded or precluded, such as Emergent Bilingual students, students of color, foster youth, homeless youth, students in poverty, migrant students, and special needs students.
4. The right to arts learning programs in every school, district, and community that are funded and supported with the necessary resources, including qualified administrators, teachers, teaching artists and support staff, adequate materials, and appropriate facilities to support powerful culturally and linguistically responsive arts learning.
5. The right to educators, leaders, and parents/community who are knowledgeable about the intrinsic and extrinsic benefits of arts learning for individual students, families/communities, the nation, and global society
6. The right to be brought up in school and community environments that value and protect the arts and equity as essential to the full development of every student, and that demonstrate those values/beliefs in their public policies and practices.

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## IV. SCUSD School Board Policy on the Visual and Performing Arts

As part of the Strategic Arts Planning process, the DAT/CAT team recommended that the SCUSD Governing Board update its policy on the Visual and Performing Arts. After several brainstorming sessions, the new SCUSD Board Policy was adopted on Feb 16th, 2023:

*The Governing Board of the Sacramento City Unified School District believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels during the school day. The District's arts education program should be designed to foster students' artistic competencies, cultivate students' appreciation and understanding of the arts in ways that are enjoyable, fulfilling, and transferable to students' personal, social emotional, academic, and professional endeavors, and support students to fully engage in lifelong arts learning.*

**California Education Code 51210** states that “the adopted course of study for grades 1 to 6, inclusive, shall include instruction, beginning in grade 1 and continuing through grade 6, in the following areas of study: visual and performing arts, including instruction in the subjects of dance, music, theatre, and visual arts, aimed at the development of aesthetic appreciation and the skills of creative expression”

*In order to ensure compliance with the CA Educational Code, the Superintendent or designee shall develop a detailed and budgeted visual and performing arts implementation plan, which will include strategic goals, strategies, and procedures to implement Board policy.*

*As part of this plan the District shall:*

- *Adopt rigorous TK-12 academic standards for dance, media arts, music, theater, and visual arts that lead to artistic literacy, promote access and equity in the arts, and create supportive environments and structures for all students to learn. District standards shall describe the skills, knowledge, and abilities that students are expected to possess at each grade level and shall meet or exceed state standards. These academic standards should be in alignment with the SCUSD core value and create an academic framework that supports arts educators in creating content that is culturally responsive, supports students' social emotional needs, and is inclusive of the culture or cultures of the students that are being taught.*
- *Develop a TK-12 sequential, standards-based curriculum for dance, media arts, music, theater, and visual arts which is consistent with the state curriculum standards and includes the following artistic processes:*

**Creating:** *Conceiving and developing new artistic ideas and work.*

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

**Performing/producing/presenting:** *Realizing artistic ideas and work through interpretation and presentation.*

**Responding:** *Understanding and evaluating how the arts convey meaning.*

**Connecting:** *Relating artistic ideas and work with personal meaning and external content.*

- *Adopt or create standards-based instructional materials and resources, which may include, but are not limited to, equipment, facilities, textbooks, media, and technology that supports student learning in the arts.*
- *Support the position(s) of a qualified arts administrator and/or administration team to provide leadership, vision, planning, and resources for the District to successfully implement a Strategic Arts Plan*
- *Hire qualified and credentialed visual and performing arts teachers at all grade levels*
- *Provide ongoing, relevant professional development for both classroom teachers and arts teachers designed to increase teachers' knowledge of, and ability to teach, the arts as stand-alone subjects and to integrate the arts into every classroom.*
- *Provide opportunities for arts teachers to collaborate at the site level and across the district with teachers in the same arts discipline.*
- *Encourage, but not rely on, the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend performances, observe the works of accomplished artists, and work directly with trained artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.*
- *Develop a set of metrics to measure and evaluate the success of the implementation of the Strategic Arts Plan.*

*The Superintendent or designee shall regularly evaluate the implementation of the District's arts plan and the arts education program at each grade level, and report to the Board regarding its success in reaching its implementation goals. After the first five years of the initial arts plan, the Superintendent or designee shall evaluate the effectiveness of the plan and provide recommendations for updating the plan every 5-10 years to ensure that the District's Strategic Arts Plan remains in compliance with District and community values.*

*The Board of Education supports the need to provide adequate funding for TK-12 arts education and in times of budget cutbacks, reductions should be distributed equitably across subject areas, rather than eliminating arts programs.*

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

My work on this Visual and Performing Arts Master Plan began in 2020, just months before COVID-19 forever altered the way that the world viewed education. Since that time, it has become extremely apparent how much our children and our society depend on the arts, not just for entertainment, but for our mental well-being! After pausing the work on this plan because of the pandemic, in January of 2022 our District Arts Team was expanded to include even more highly qualified and experienced teachers in the areas of music, visual arts, and theater. This new team got to work evaluating arts education in our district and helping to form this strategic plan to expand art and music education to **every** student in SCUSD.

In addition to the mountain of data in support of the academic benefits of arts education, we also know that access to a rich and culturally diverse arts curriculum starting at an early age helps build empathy, tolerance, and respect and is part of a well-rounded education. We know that the arts help teach our students how to express themselves and develops all five of the Social Emotional Learning core competencies: self awareness, self management, social awareness, relationship skills, and responsible decision making. The arts teaches students how to have a growth mindset and that with practice, their skills can improve over time.

California's creative economy generates 2.7 million jobs. Students with a comprehensive arts education are 5 times less likely to drop out of school, 4 times more likely to be recognized for academic achievement, 4 times more likely to receive a bachelor's degree, and 30% more inclined to pursue a professional career. Yet in 2019-2020 only 11% of California schools offered a sequential, standards-based course of study in all four of the arts disciplines. This Master Plan offers a path for SCUSD students to obtain the knowledge and skills that they need to become successful artists, musicians, dancers, or whatever else they dream about being.

It is for these reasons, and many more, that our District and Community Arts Teams have been working tirelessly to develop this plan to give all of our students the education they need to realize their full potential, become lifelong learners of the arts, and in many cases, pursue college and careers long after graduation.

This Visual and Performing Arts Master Plan is just the beginning of the process to bring equity to arts education in SCUSD. While it lays out clear steps that we need to take, it will depend on the support of the entire Sacramento community to ensure that our children are given the opportunities they need to succeed in the arts. Many of the benefits may not become clear for many years, but it is our duty to persevere and show our students how important the arts are for their growth and development.

C.J. DeAngelus, Jr.

SCUSD Visual and Performing Arts Coordinator

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## SCUSD Visual and Performing Arts Master Plan Strategic Aims and Goals

The following section outlines the three strategic pillars and the goals/aims/focus for each pillar:

### Strategic Pillar #1: Content

#### **Strategic Aim 1.1: Standards-Based Curriculum, Methodology, and Instruction**

- Goal 1.1: Provide a high-quality, standards-based Arts curriculum in music, visual arts, dance, theater arts, and media arts (collectively known as VAPA) in TK-12, as well as developing an integrated arts curriculum in TK-6, with assessments to demonstrate student progress.

#### **Strategic Aim 1.2: Student Support and Access to the Arts**

- Goal 1.2a: Provide equitable and consistent access to arts opportunities for all students during the school day and through Expanded Learning.
- Goal 1.2b: Provide platforms for students and families to learn about the post-secondary options and possibilities of careers in the creative economy of California.

#### **Strategic Aim 1.3: Professional Preparation, Learning, and Support**

- Goal 1.3: Provide arts teachers with high quality and relevant professional development opportunities, time for cross-district collaboration, incentives for advancement, and support for teachers in accessing professional conferences and workshops in their field.

### Strategic Pillar #2: Infrastructure

#### **Strategic Aim 2.1: Personnel, Program Administration and Coordination**

- Goal 2.1a: Increase arts staffing K-8th grade in dance, music, theater and visual arts, and at high school for CTE courses.
- Goal 2.1b: Utilize expertise of current experienced, credentialed teachers to support the skill set of newer teachers through mentoring and intentional collaborative sharing.

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## **Strategic Aim 2.2: Facilities, Equipment, Materials/Supplies**

- Goal 2.2: Evaluate needs and provide supplies, equipment, materials, and technology for visual and performing arts instruction.

## **Strategic Aim 2.3: Enhancing Climate and Culture Through Community Partnerships, Collaborations, and Parent and Family Engagement**

- Goal 2.3a Develop and expand partnerships with professional and community organizations
- Goal 2.3b: Invite and engage parents and families to actively participate in school site and district arts programs

## **Strategic Pillar #3: Sustainability**

### **Strategic Aim 3.1: District Leadership**

- Goal 3.1a: Maintain and build support for a District VAPA Coordinator to manage programs, implement the Strategic Arts Plan, and ensure district compliance with CA Educational Code
- Goal 3.1b: Develop arts leads at every school site to support arts integration programs and communicate site needs to the district VAPA Coordinator

### **Strategic Aim 3.2: Communication**

- **Goal 3.2a:** Develop strategies and platforms to increase and enhance communication within the district about arts programs and events assuring that District Leaders and School Board Members provide continued support over time
- **Goal 3.2b:** Increase communication with parents/guardians and families about what arts opportunities are available to students throughout the district.

### **Strategic Aim 3.3: Funding**

- **Goal 3.3a:** Establish clear allocation guidelines for Prop 28 and Arts Block Grant funding and develop measures for ensuring accountability throughout the system and reporting to the School Board.
- **Goal 3.3b:** Establish reliable funding sources to support, maintain, and expand the Strategic Arts Plan in perpetuity.

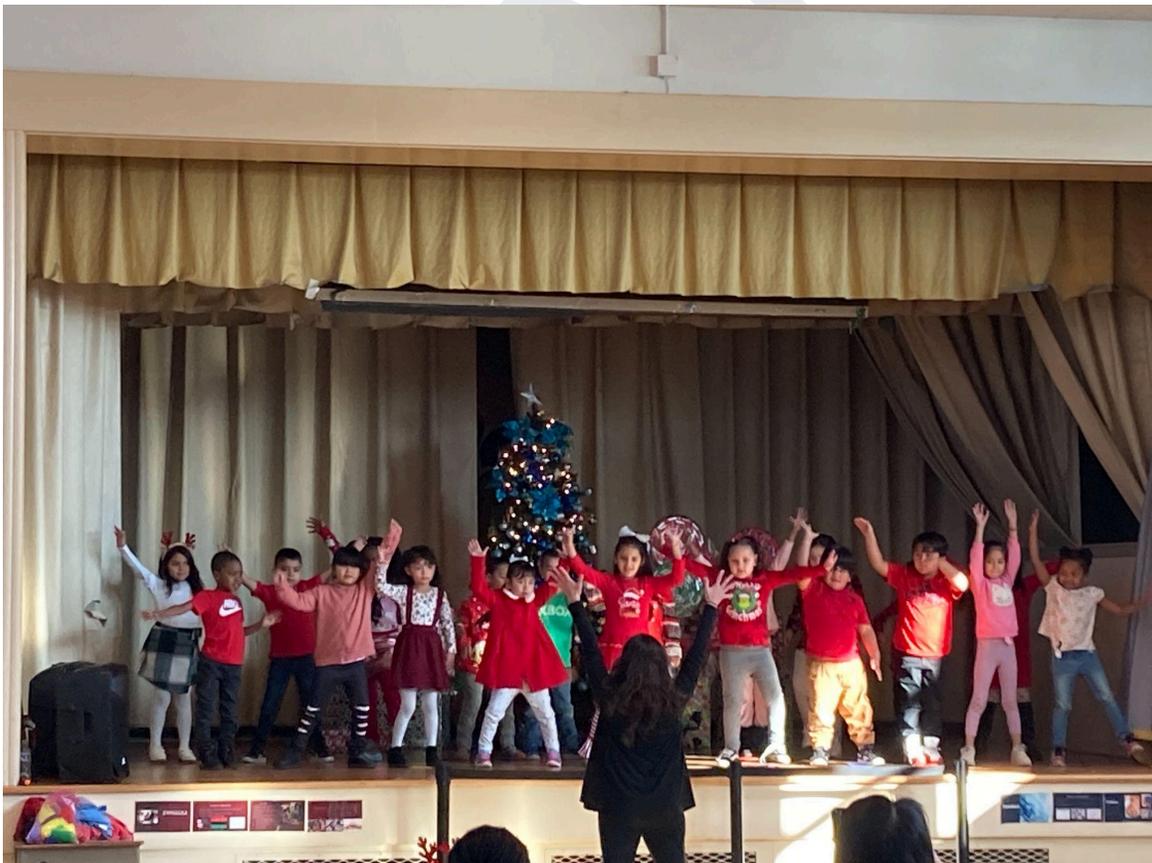
# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## Strategic Aim 3.4: Program Evaluation

- Goal 3.4a: **Site Program(s) Evaluation** - Develop or utilize tools to assess progress towards individual site goals for arts learning as outlined in the Strategic Arts Plan.
- Goal 3.4b: **Strategic Plan Audit** Develop measures/criteria to evaluate progress in the arts programs and accountability with the strategic arts plan.

## Strategic Aim 3.5: Policy and Advocacy for Equity, Access and Social Justice

- Goal 3.5a: Adopt updated Arts Education Policy to ensure that arts instruction is accessible and equitable to all students throughout the district and make publicly available.
- Goal 3.5b: Coordinate with other departments and site leaders to increase understanding of access to the Arts as a social justice issue that addresses social emotional learning (SEL), mental health, and critical thinking skills.



*Kindergarten Dance Students perform at Oak Ridge Elementary through a CLARA Residency*

# SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

## Sacramento City Unified School District 2023-2028 Strategic Arts Plan (Draft Version 1)

### Abbreviations

DAT - District Arts Team

CAT - Community Arts Team

TS's - Teaching Specialists (sometimes referred to as "ToSA's" in other districts)

ToSA - Teacher on Special Assignment

PD - Professional Development

PL - Professional Learning

CT - Common Time or Common Planning Time

### Terms

**Release Time** - time during the school day in which teachers are "released" from duty to attend a training or professional learning training. Typically, the district provides substitute teachers for release time.

**Stipend** - A set amount of money (typically negotiated in the SCTA contract) for extra work performed outside normal school hours.

**Per Diem** - an hourly payment for extra work performed outside of normal school hours.

Phase 1 - To be completed or initiated in the first or second year of plan implementation

Phase 2 - To be completed or initiated in the third or fourth year of plan implementation

Phase 3 - To be completed or initiated in the fifth year of implementation

## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

### Sacramento City Unified School District 2023-2028 Strategic Arts Plan (Draft)

#### Strategic Pillar: Content

#### Strategic Aim 1.1: Standards-Based Curriculum, Methodology, and Instruction

**Goal 1.1:** Provide a high-quality, standards-based Arts curriculum in music, visual arts, dance, theater arts, and media arts (collectively known as VAPA) in TK-12, as well as developing an integrated arts curriculum in TK-6, with assessments to demonstrate student progress.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs/Implications	Expected/Measurable Outcomes
Phase 1	Adopt district wide VAPA standards that meet or exceed CA Arts Standards	<p>Work within C&amp;I to learn what steps need to be taken for SCUSD to adopt specific content standards for VAPA.</p> <p>Create a VAPA curriculum team to create/submit VAPA standard recommendations to the Board.</p> <p>Train or provide PL for DAT to learn information about the CA VAPA Content Standards/Framework.</p> <p>Schedule regular meetings across content areas to discuss the adoption of content standards in</p>	<p>Arts Coordinator</p> <p>VAPA TS's</p> <p>Other C&amp;I Directors</p> <p>School Board</p>	<p>Potential per diems for DAT to meet regularly</p> <p>Stipends/Per-diems for training on the CA content standards/framework</p>	<p>The district will adopt a set of content standards that meet or exceed the CA Arts Standards.</p> <p>All new and experienced VAPA teachers will receive training on the CA VAPA standards and will be able to utilize them to guide daily instruction, create rubrics, and inform educational decisions in the classroom.</p>

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		<p>each artistic discipline OR create CT time for teachers grouped by discipline.</p> <p>Craft board recommendation on adoption District VAPA Standards and curriculum.</p>			
Phase 1	<p>Design or adopt district-wide sequential, standards-based curriculum in each discipline.</p>	<p>Define scope and sequence for each grade in each discipline for grades TK-6.</p> <p>Include SEL competencies when creating scope and sequence for VAPA in TK-6.</p> <p>Define skills in each discipline for secondary electives that each student should have across the district.</p> <p>Audit secondary class syllabi to ensure that classes across the district are using the same standards/curriculum goals.</p>	<p>VAPA Coordinator</p> <p>Teaching Specialists and/or DAT team</p> <p>VAPA Teachers</p>	<p>Release time/per diems for DAT or salaries for Teaching Specialists</p>	<p>Each grade level in TK-6 will have specific VAPA standards.</p> <p>Each student will receive standards-based instruction either by general classroom teachers or VAPA specialists (ideally both)</p> <p>Secondary VAPA classes will have a uniform set of skills/concepts that students learn across the district. (For example, all students in Beginning Band will learn x skills before advancing to Advanced Band).</p>
Phase 1	<p>Create engaging TK-6 lessons based on the VAPA Artistic Processes and SEL Competencies that can be accessed and taught by general classroom elementary teachers and make these lessons available to ALL TK-6 teachers.</p>	<p>Create Teaching/Curriculum Specialist positions within C&amp;I to create VAPA lessons in all disciplines that all teachers will have access to.</p> <p>These lessons will coincide with new standards and be written broadly to allow flexibility for students and teachers.</p> <p>Provide PD for elementary</p>	<p>VAPA Coordinator</p> <p>Curriculum Specialists/TS's or contracted specialists</p> <p>CLARA</p>	<p>TS Salary or funding for subject area curriculum specialists.</p> <p>Per diems for teachers to attend PL sessions outside of the regular work</p>	<p>Curriculum specialists will create lessons in all disciplines that all elementary teachers can use for arts integration lessons in their classroom.</p> <p>All lessons will be housed on a district google drive for teachers to access at will.</p> <p>VAPA teachers will be able to access and utilize grade level</p>

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	(see appendix - Arts Education and SEL Learning Framework)	<p>teachers to gain knowledge of district VAPA standards and strategies to implement integrated VAPA lessons in all arts disciplines.</p> <p>Explore using CLARA or other arts providers/consultants as a resource for creating curriculum in areas/disciplines that are under-represented in SCUSD (ie. dance, theater, media arts)</p>		<p>day</p> <p>License for CLARA Classroom for all Elementary teachers.</p>	<p>lessons in their classroom through the SCUSD Google Drive platform.</p>
Phases 1/2	<p>Ensure that secondary VAPA electives align with the adopted district Arts standards.</p>	<p>Survey all secondary VAPA teachers about what courses are being taught.</p> <p>Compile a comprehensive list of all secondary electives and what sites they are being taught at.</p> <p>Check that District/State VAPA standards are explicitly included in lesson plans.</p>	VAPA Coordinator	No direct budget implications	Cohesion across the district that all electives are teaching to the district/state standards
Phases 1/2	<p>Develop a set of district-wide assessments for students engaged in the arts in order to demonstrate student growth and progress of the arts plan.</p>	<p>Once grade level content standards have been developed, develop rubrics to evaluate/assess students by grade level based on the VAPA Standards/framework.</p> <p>Work with teachers to create a process for district-wide student assessments that evaluates student and Arts Plan progress.</p> <p>Explore the possibility of adding arts standards to elementary</p>	<p>VAPA Coordinator</p> <p>DAT Team or Assessment Committee</p> <p>Teachers</p>	<p>Per Diems or CT time for teachers to meet together to develop district assessments.</p> <p>Possible release time for teachers to assess student work</p>	<p>A cooperatively developed set of rubrics will be created to evaluate student progress in the context of ensuring that the Arts Plan is making adequate yearly progress toward its long term goals.</p>

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		report cards.		at end of year for program improvement	
All Phases	Work with school site leaders/counselors to ensure that VAPA classes have accurate course descriptions and that course descriptions are consistent throughout the district.	<p>Audit course syllabi and descriptions across the district to ensure course consistency throughout the district.</p> <p>Possible PD or CT time with teachers teaching the same disciplines to assess/create/develop accurate and consistent course descriptions.</p> <p>Work with sites to develop and submit new course proposals for missing or desired arts classes/disciplines.</p> <p>Provide a current list of VAPA courses approved district wide to site leaders/teachers.</p> <p>Recognize that different school sites may have different needs and may not offer the exact same classes from site to site. Work to make sure that courses are as consistent as possible in the comprehensive schools to ensure that all students have access to high level VAPA courses at every level.</p>	<p>VAPA Coordinator</p> <p>TS's</p> <p>VAPA Teachers</p> <p>Counselors</p> <p>Site Leaders</p>	Possible PL sessions outside the work day	<p>All course descriptions throughout the district will be consistent.</p> <p>All students have access to high quality arts classes to prepare them for colleges or careers in the arts.</p> <p>Classes are consistent from site to site.</p> <p>New VAPA courses will be developed to continue to expand access to VAPA classes throughout the district.</p>

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### Strategic Pillar: Content

### Strategic Aim 1.2: Student Support and Access to the Arts

Goal 1.2a: Provide equitable and consistent access to arts opportunities for all students during the school day and through Expanded Learning.

Goal 1.2b: Provide platforms for students and families to learn about the post-secondary options and possibilities of careers in the creative economy of California.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
Phase 1	<p>Provide equitable arts classes, in one or more arts discipline (music, art, theater, dance), for all elementary students in the district.</p> <p>Provide equal access to arts electives to all students at the secondary level</p>	<p>(See Strategic Aim 2.1a for staffing strategies)</p> <p>Communicate with school site leaders to identify what artform specialist they would prefer to have (possibly develop a system for teachers to decide the same way that site teachers vote on their prep).</p> <p>Work with school sites to create a schedule that ensures that all students have equitable access to arts classes (ie - making sure that scheduling doesn't conflict with other academic activities).</p>	<p>VAPA Coordinator</p> <p>Site Leaders</p> <p>VAPA Teachers</p> <p>Teachers/SCTA</p>	<p>VAPA teachers will need to be hired to make sure that every student has access to VAPA classes</p>	<p>All students at the elementary level will have access to at least one arts discipline each year from Tk-6th</p> <p>Secondary students will have access to at least one VAPA elective every year from 7-12</p>

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Phase 1	Work to expand the number of elementary teacher preps so schools do not have to choose between PE, VAPA, and Library.	<p>Research the funding implications of expanding the number of elementary preps.</p> <p>Create budget proposal</p> <p>Present/approve budget proposal to PRC/Executive Cabinet</p> <p>Bring approved proposal to Budget and HR Departments during Budget Development Meetings (BDM)</p>	<p>VAPA Coordinator</p> <p>District Management</p> <p>Budget</p> <p>HR</p> <p>School Board</p> <p>SCTA</p>	<p>Long term funding for elementary arts positions.</p>	<p>Students will have access to both PE and Arts classes, taught by teaching specialists, in grades TK-6</p> <p>School sites will no longer have to vote on which prep they want (PE, VAPA, or Library) or will at least have multiple options for preps</p>
Phases 1-2	Advocate for comprehensive high schools to move to a 7 period day to allow students more opportunities to take elective classes.	<p>Identify that any school with a four-year plan for the arts has seven periods in place to facilitate a-g,(i.e.: zero period PE) or ensure that Zero periods do not disproportionately affect VAPA students.</p> <p>Identify educational models of schools that have increased or expanded days or utilize creative scheduling in order to allow students to take a VAPA elective for all four years.</p> <p>Work with career counseling to help students find alternative ways to take required courses. (ie. taking required classes at community colleges or</p>	<p>VAPA Coordinator</p> <p>Site Leadership</p> <p>Budget</p> <p>Human Resources</p>	<p>There may be budget/union issues if teachers teach more than 5 periods</p> <p>Possible use of Prop 28 to fund extra periods of instruction</p>	<p>Students will not have to choose between continuing instruction in an artform and taking a required A-G or graduation requirement class</p> <p>There will be identified VAPA classes at all comprehensive high schools that have 4 levels/years of instruction</p> <p>Students will have the option and ability to take 4 years of VAPA electives.</p>

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		online).			
Phase 1	Explore adding an VAPA elective to the stipends available to elementary schools through Student Support Services.	<p>Implement elementary stipend from Student Support Services available as funding for VAPA enrichment after school as it does for sports/athletics.</p> <p>Identify a pool of teachers/teaching artists/classified teachers to facilitate this curriculum after school.</p> <p>Work with elementary admin and teachers to access particular VAPA discipline needs per site.</p> <p>Create a job description for a possible elementary after school VAPA specialist position.</p>	<p>Student Support Services</p> <p>Budget</p> <p>Individual Sites</p> <p>Human Resources</p>	Elementary athletic stipends are about \$1000. Work with Budget to identify if this is available in the Student support Services budget.	Elementary students will have access to a VAPA extra-curricular offering just like they have the opportunity to participate in sports/athletics.
All Phases	<p>Increase VAPA College and Career Awareness</p> <p>Create a resource(s) for students/parents to expand understanding of careers in the creative economy of California.</p>	<p>Social media campaign from the district in the style of Create CA to educate parents on the creative economy in CA. Job information, etc.</p> <p>Develop a website for SCUSD arts information to include ongoing information about jobs and careers in CA economy/SCUSD alumni working in the arts.</p>	<p>VAPA Coordinator</p> <p>Community Arts Partners</p> <p>Communications</p> <p>Ed Tech</p> <p>CTE/Linked Learning</p>	None	<p>Students and families will have a better understanding of what type of careers are available in the creative arts economy and have an understanding of what skills are needed for these careers.</p> <p>Students/families will be able to see a direct correlation between arts education and careers in the creative economy.</p>

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		<p>Partner with outside organizations to talk to students about careers in the arts.</p> <p>Participate in HS college and career days. Encourage arts organizations to participate in HS college and career days.</p>			
All Phases	<p>Ensure students have access to information about college and careers in the arts at all levels</p>	<p>Provide resources and opportunities for students and families to learn about the post-secondary options and possibilities of careers in the creative economy of California.</p> <p>Ensure that VAPA teachers talk about various careers in the Arts (not just “artist” or “musician”) at all levels so students understand that there are many types of jobs in the California creative economy.</p> <p>Explore connecting with Grammy Career Day to bring resources on careers in the Arts to SCUSD.</p> <p>Inform/ provide training for school counselors on various careers in the arts.</p>	<p>VAPA Coordinator</p> <p>VAPA Teachers</p> <p>School Counselors</p> <p>City Office of Arts and Culture</p>	<p>Possible PL time for school counselors</p>	<p>All students will be aware of the many careers in the arts are available.</p> <p>Students will be prepared for careers in the Arts after high school or be prepared to continue their post secondary education in order to pursue a career in the Arts.</p> <p>Students will have the opportunity to connect with local arts organizations that may provide work or internship opportunities in the Creative Economy.</p>

## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

### Strategic Pillar: Content

### Strategic Aim 1.3: Professional Preparation, Learning, and Support

Goal 1.3: Provide arts teachers with high quality and relevant professional development opportunities, time for cross-district collaboration, incentives for advancement, and support for teachers in accessing professional conferences and workshops in their field.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
Phase 1	Increase professional learning opportunities in the arts for <b>all SCUSD teachers</b> .	<p>Provide access to free opt-in PL training through SCOE. Make sure teachers are aware of training sessions</p> <p>Create and present a series of PL sessions on arts integration for both VAPA and non-VAPA teachers</p> <p>Utilize CT time for department-wide PL trainings</p> <p>Possible creation of an Arts Integration mini-conference for general education teachers and/or increase VAPA PL in the summer</p>	<p>VAPA Coordinator</p> <p>PL Providers</p> <p>Budget</p> <p>C&amp;I Department</p>	<p>Designation of a separate budget item for Professional Learning in the VAPA Budget</p> <p>Funding will have to be set aside for teachers to attend conferences &amp; workshops</p>	<p>Teachers will have access to robust professional learning sessions provided through the district.</p> <p>Teachers will be able to attend non-district conferences/workshops without having to use personal time.</p> <p>Teachers will be able to request to have the district pay for conferences/workshops that increase their subject knowledge</p>

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		<p>teacher PL conference.</p> <p>Provide leave time (or subs) for teachers to attend professional conferences and workshops.</p> <p>Create a procedure where teachers can request the district fund attendance to conferences/PL that increase their knowledge in the subject area that they teach or one that they would be able to teach if they had more training</p> <p>Provide training for the CA art standards implemented in 2019.</p> <p>Provide arts teachers with cross-district CT time to meet with other teachers in their content area</p> <p>Provide arts teachers with incentives for advancement.</p>			
Phase 1	Provide <b>VAPA teachers</b> with professional development in relevant, social emotional learning strategies with the arts	Provide opt-in training sessions in various arts disciplines as well as in arts integration for elementary teachers to help further their knowledge of best practices in	District SEL Coordinator/Team  VAPA Coordinator	Teachers will need to be compensated for professional learning sessions outside of	Teachers will have more strategies for incorporating SEL into their classes.  Teachers will understand how the arts and SEL are closely related and be able to make their

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	to apply in the classroom.	arts education.  Provide teachers with professional learning opportunities for arts based healing circles, restorative justice, etc. on a proactive basis.		contracted hours.	classrooms more inclusive.  Students will feel more community as a result of increased attention to SEL/Arts instruction in schools.
Phase 1	Provide <b>general classroom teachers</b> with professional learning in arts integration strategies.	Provide opt-in training sessions in arts integration for elementary teachers to help further their knowledge of best practices in arts education.	VAPA Coordinator  C&I Department  Budget	Teachers will need to be compensated for professional learning sessions outside of contracted hours.  If outside presenters are used, they will need to be paid through the district.	Teachers will be able to identify and utilize arts integration strategies and create more opportunities for students to express themselves and construct and demonstrate understanding through an art form.  Teachers will be able to lead students in a creative process that connects an art form and another subject area and meets evolving objectives in both.
Phase 1	Increase the cohesiveness across the system by providing VAPA teachers time to work and collaborate with each other across different sites and grade levels.	Provide arts teachers with cross-district CT time to meet with other teachers in their content area.  Provide training for the CA art standards implemented in 2019.	VAPA Coordinator  VAPA Department Heads Site Leaders  Professional Learning Director	None	Teachers will be able to align and coordinate curriculum across the district in order to ensure that student outcomes are comparable throughout the system.  Students will learn the same concepts by grade/level in any school in the district.

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Phase 1	<p>Expand and systematize professional learning/training for <b>teaching artists</b> that work within SCUSD classrooms.</p> <p>Ensure that all teaching artists provided by SCUSD/outside providers are trained in basic SEL by our SEL department.</p>	<p>SEL and Classroom Management</p> <p>Creation of a Teaching Artist Training Classroom to give teaching artists training and experience at an actual school site.</p> <p>Provide training for the CA art standards implemented in 2019 and the SEL competencies.</p>	<p>VAPA Coordinator</p> <p>SEL Department</p> <p>Partner Organizations</p>	<p>Budget for teaching artists training time and trainers</p>	<p>All Teaching Artists will be trained in SCUSD SEL and TSEL prior to working with classroom teachers for classroom residencies.</p> <p>Teaching Artists will understand the SEL competencies and be able to help students navigate Social Emotional Learning, even in classrooms where teachers have not been trained in SEL.</p> <p>Teaching artists can be used as a resource for classroom teachers to provide SEL and arts lessons and activities for the classroom.</p>
Phase 2	<p>Provide opportunities/training to engage <b>administrators</b> on how to incorporate the Arts more fully on their school sites.</p>	<p>Create and present professional learning for site leaders around the Visual and Performing arts to help increase knowledge about how the arts benefit students and how VAPA programs/classes need to be organized in order obtain maximum effect.</p>	<p>VAPA Coordinator</p> <p>C&amp;I Department</p> <p>Professional Learning Director</p> <p>IAS's</p> <p>District Arts Team</p>	<p>None</p>	<p>Administrators will have a greater knowledge of why VAPA classes are structured and how to best schedule teachers/students in order to limit the number of systemic obstacles teachers/students face in school when enrolling in VAPA classes.</p>
Phase 2	<p>Create a resource for <b>Guidance Counselors</b> to expand understanding of VAPA arts class requirements,</p>	<p>Create and present professional learning and or resources to help increase knowledge about potential careers in the arts and how VAPA programs/classes need</p>	<p>VAPA Coordinator</p> <p>Professional Learning Director</p> <p>Site Leaders</p>	<p>None</p>	<p>School counselors will have a greater knowledge of why VAPA classes are structured and how to best schedule teachers/students in order to limit the number of systemic obstacles</p>

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	rigor, and potential careers in the creative economy of California.	to be organized/enrolled in order obtain maximum effect.	District Arts Team		teachers/students face in school when enrolling in VAPA classes.
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## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

### Strategic Pillar: Infrastructure

### Strategic Aim 2.1: Personnel, Program Administration, and Coordination

- Goal 2.1a: Increase arts staffing TK-12th grade in dance, music, theater and visual arts, and media arts.
- Goal 2.1b: Utilize expertise of current experienced, credentialed teachers to support the skill set of newer teachers through mentoring and intentional collaborative sharing.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
All Phases	Increase certificated VAPA teacher staffing to expand equitable arts access to all students in SCUSD.	<p>Determine staffing needs and opportunities based on new Prop 28 funding</p> <p>Meet with Budget/HR to discuss specific requirements of Prop 28 Funding</p> <p>Look at feeder patterns to determine most effective staffing with a combination of Arts ToSAs and credentialed arts teachers.</p> <p>Consider Classified positions to extend arts</p>	<p>VAPA Coordinator</p> <p>Budget/CFO</p> <p>Human Resources</p> <p>Executive Cabinet</p>	According to early estimates \$5.2 million should be available via Prop 28 to support the hiring of VAPA teachers	<p>Clear budget for allocation of Prop 28 funds.</p> <p>New teachers will be hired over the next 3-5 years so that every elementary student has access to arts education.</p> <p>Hire new teachers to expand secondary arts education to ensure consistency throughout the district.</p>

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		<p>staffing.</p> <p>Consider intern positions to create a pipeline from student teacher to credentialed teacher.</p> <p>Work with HR to develop job descriptions and post open positions for elementary teachers as first priority</p> <p>Work with HR and Budget to create a plan to hire as many new teachers as are allowed by Prop 28.</p>			
Phase 1	Create and hire VAPA Teaching Specialist (TS's) positions to support professional learning and arts integration goals.	<p>Create and hire TS positions in C&amp;I department to help plan/deliver professional learning, create VAPA curriculum, and manage arts integration projects throughout the district.</p> <p>Possible TS positions may include:</p>	<p>VAPA Coordinator</p> <p>Executive Cabinet</p> <p>HR</p> <p>Assistant Supt. of C&amp;I</p> <p>Budget</p>	<p>These positions will need to be created in either the C&amp;I or VAPA budget</p>	<p>We will have a minimum of two Teaching Specialists in the district to help support the growing number of VAPA teachers supported by Prop 28. (Ideally, this should be supported by a formula, ie. <i>for every x number of VAPA teachers the district will provide one teaching specialist to support them.</i>)</p>

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		<p>Visual Arts and Theatre</p> <p>Arts integration with Visual Arts and Theater ToSA support (years 1-3)</p> <p>Dance ToSA to help integrate dance into classrooms or PE time</p> <p>Music ToSA to support integration K-2nd grades</p>			
Phase 2	Increase existing middle school teaching staff allotments.	Increase allocation to the comprehensive Middle Schools from a .4 or .6 teacher (2-3 sections) to a full-time capacity up to 5 sections.	<p>Budget</p> <p>HR</p> <p>VAPA Coordinator</p>	New middle school teachers will need to be built into VAPA budget to support the expansion of disciplines and classes	<p>Every middle school will have a full time music specialist supported by the central office VAPA budget.</p> <p>Middle schools will offer a comprehensive menu of VAPA classes that are developmentally correct for the grade level including band, orchestra, choir, and/or other music classes as appropriate as well as visual arts, theater, dance, and media arts.</p>
All Phases	Provide opportunities for experienced arts teachers to mentor new arts teachers	Work with district office Induction Coordinator to help match new VAPA teachers with experienced	<p>Induction Coordinator</p> <p>VAPA Coordinator</p>	<p>None for VAPA</p> <p>Stipends though</p>	New teachers will be paired with a mentor teacher (preferably in their discipline) to help with their growth as a

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	through the induction program.	<p>teachers in their discipline.</p> <p>Recruit existing (and retired) arts teachers as mentor teachers</p> <p>Create cross-district collaboration opportunities through zoom/web meeting (move beyond site-based assignments)</p> <p>Utilize expertise of current experienced, credentialed teachers to support the skill set of newer teachers through intentional collaborative sharing</p> <p>Contact recently retired VAPA teachers about becoming mentors for new teachers in their discipline.</p>	Teachers	induction for mentor teachers	<p>teacher.</p> <p>New teachers will learn skills from more experienced teachers that will help them in the classroom.</p>
All Phases	Ensure that all VAPA vacancies are given adequate job descriptions and are filled with qualified, certificated teachers as quickly as	<p>Update job descriptions for all art disciplines in all grade levels.</p> <p>Work with school site administration and Human Resources to efficiently</p>	VAPA Coordinator Human Resources	None	<p>New VAPA job openings will be listed with enough time to be able to hire qualified teachers as quickly as possible.</p> <p>Job openings will be correctly described in the job listing to</p>

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	possible.	communicate site level needs to ensure that jobs are listed correctly and in a timely manner.			avoid possible confusion.
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## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

**Strategic Pillar:** Infrastructure

**Strategic Aim 2.2:** Facilities, Equipment, Materials/Supplies

Goal 2.2: Evaluate needs and provide facilities, supplies, equipment, materials, and technology for visual and performing arts instruction.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
Phase 1	Establish a baseline budget and funding sources for the purchase of consumable items for VAPA teachers and VAPA items for K-6 teachers.	<p>Identify budget needed to support all teachers</p> <p>Identify funding for consumable items.</p> <p>Develop a standard consumables base budget for teachers based on what classes they teach (ie. ceramics teachers get \$x per class, orchestra teachers get \$y per class, etc.)</p> <p>Provide guidance to schools receiving Prop 28 funds to utilize an appropriate amount of funding for consumable teacher supplies.</p>	<p>VAPA Coordinator</p> <p>Budget</p> <p>Teachers</p> <p>Purchasing</p>	<p>Increase funding needed to adequately fund VAPA classes.</p> <p>20% of Prop 28 funds can be partially allocated for this.</p>	All teachers will have a supply budget for their classes that ensures that they are not spending money out-of-pocket for necessary supplies.

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		<p>Look to local vendors to open P/O accounts for supplies or centrally order all supplies at the beginning of the year.</p> <p>See if there is room in the district warehouse for consumable supplies to be kept.</p>			
All Phases	<p>Work with sites and the Facilities department to identify possible classrooms available for elementary VAPA instruction.</p> <p>Ensure that the VAPA facilities are updated/improved to meet evolving needs.</p>	<p>Collaborate with Facilities to create a master list of all facilities that can be used for arts instruction.</p> <p>Generate a list of facilities/inventory that require repair/updating.</p> <p>Consult with Facilities department about the construction of new schools/facilities to ensure that there is adequate space for VAPA instruction</p>	<p>VAPA Coordinator</p> <p>Facilities</p> <p>Site Leaders and Plant Managers</p>	No significant budgetary impact at this time.	<p>A report of existing VAPA facilities and their condition will be created and facilities that need repairs will be ranked by how much repair is needed.</p> <p>Facilities will consult with the VAPA department during the construction process of new facilities to ensure that VAPA spaces are identified and that their placement makes educational sense (for example - a music room would not be located next to a library)</p>
Phase 3	As possible, advise school sites about best practices for facilities designed for	Work with Facilities to create a position or specified district employee who oversees performance	<p>VAPA Coordinator</p> <p>Facilities</p>	May positively impact budgets if the district	The district will see an increase in revenue from renting out performance venues to local organizations.

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	arts instruction and performance.	<p>space facilities requests and equipment to work specifically with VAPA organizations.</p> <p>Discuss using potential revenue generation that could be created with performing arts venues towards VAPA programs. (ie. when an organization rents out a facility, a portion of the fee should go towards VAPA budget or projects.)</p> <p>Possible creation of a “stage manager” stipend to compensate person responsible at the the site level auditorium or PAC upkeep</p>	<p>Budget</p> <p>Executive Cabinet</p>	<p>upgrades its existing facilities and leverages its high demand spaces for community and/or private use.</p> <p>Stipends for stage manager</p>	<p>Increased revenue should partially benefit the VAPA programs at those schools.</p>
Phase 3	Identify VAPA specific classroom spaces on school campuses due to increased staffing and or program growth.	<p>Evaluate possible space for program expansion.</p> <p>Evaluate possible space for program sustainability (dance floors, acoustic treatment, storage needs).</p> <p>Strategic planning for adding portable classrooms dedicated to VAPA</p>	<p>Facilities</p> <p>VAPA Department</p> <p>Budget</p>	<p>Increase funding may be needed to create useable VAPA spaces on campuses</p>	<p>All elementary schools will have at least one classroom dedicated to arts education.</p>

## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

		classrooms if there is no identifiable space at a site.			
Phase 1	Increase funding and support for the Music Library to be able to accommodate the increasing number of instrument repairs/purchases from new staff.	<p>Clear out obsolete items from the ML in order to make room for newer instruments/items.</p> <p>Expand the number of vendors so that repairs can be done in a timely manner.</p> <p>Increase the number of scores that each teacher is able to purchase through the ML.</p> <p>Orient new teachers to the function of the music library.</p> <p>Barcode all district musical instruments in order to make inventory tracking easier.</p>	<p>VAPA Coordinator</p> <p>Budget</p> <p>PRC/Cabinet</p> <p>Music Librarian</p>	<p>Increase funding for music library through district LCAP</p> <p>Instrument barcoding may require an additional per diem or staffing in order to accomplish the task in a timely manner.</p>	<p>The music library will continue to be a central hub for instrument repairs and sheet music purchases for the district.</p> <p>All district music teachers will be familiar with the function of the music library.</p> <p>Repairs will be done efficiently and quickly by qualified repair technicians.</p> <p>Increased funding will allow the music library to continue to increase the number of teachers that are served.</p>

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**Strategic Pillar:** Infrastructure

**Strategic Aim 2.3:** Enhancing Climate and Culture Through Community Partnerships, Collaborations, and Parent and Family Engagement

Goal 2.3a Develop and expand partnerships with professional and community organizations

Goal 2.3b Invite and engage parents and families to actively participate in school site and district arts programs

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
All Phases	Continue to develop and expand partnerships with community arts organizations based on strategic focus in the following areas: residencies, assemblies, professional learning, field trips.	<p>Match arts organizations with schools that are seeking enrichment in the same areas.</p> <p>Encourage more schools to participate in the Any Given Child program to bring arts assemblies and residencies to more schools. (Participation in this program is voluntary, but funded through the district. Perhaps new VAPA teachers can act as liaisons for school sites).</p> <p>Look at the model of “My</p>	<p>VAPA Coordinator</p> <p>Contracts/ Purchasing</p> <p>Transportation</p> <p>Community Partners: (ie. The Sacramento Philharmonic/Opera , CLARA, NorCal School of the Arts, The Sacramento Office of Arts and Culture, etc.)</p>	<p>Increase central funding to the Any Given Child program as more schools participate</p> <p>Increased transportation costs for grade-level field trips</p>	<p>All students have an opportunity to see/visit/experience professional artists/ arts organizations</p> <p>Student artists and VAPA classes gain more experience for potential higher learning and career opportunities.</p>

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		<p>Masterpieces” Apply one grade level to a particular arts organization (all 4th graders to a particular arts org/museum/theatre)</p> <p>Consider grade level focused partnerships with community organizations (Sacramento Philharmonic/Opera, Crocker, etc.)</p> <p>Explore internships with more community partners at the high school level.</p>	<p>Semi-professional orchestral/choral groups</p> <p>Smaller local museums</p>		
All Phases	<p>Develop systems for increasing public/family awareness of VAPA programs/performances as well as opportunities for parents to participate in school and district wide VAPA events (ie. school/community mural/art fairs, etc.)</p>	<p>Ensure that schools are reporting any VAPA events to the VAPA department via a simple submission form.</p> <p>Create centralized calendar for SCUSD VAPA</p> <p>Create templates for invitations/calendars</p> <p>Start Regular VAPA Newsletter or emails detailing upcoming events</p> <p>Create and run SCUSD</p>	<p>VAPA Department Teachers Site Leaders Communications Dept.</p>	<p>No foreseeable budget implications</p>	<p>Parents and families will be more aware and engaged with VAPA programs in their schools and district.</p>

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		VAPA social media accounts			
All Phases	<p>Plan or participate in district-wide interactive community events that also educate and inform SCUSD families about the benefits of arts education.</p> <p>Encourage and guide school sites in creating their own interactive community events that encourage parents to become more involved in arts education at school.</p>	<p>Help to manage or contribute to multi-departmental events (such as the SCUSD Community Fairs).</p> <p>Work with artists and art teachers to make events more interactive.</p> <p>If TS's are hired, recruit to help increase interactivity of events.</p> <p>Partner with organizations that provide arts or arts education at community events.</p> <p>Work with Communications to publicize events for the community.</p> <p>Work in partnership with the City to contribute to city arts events.</p>	<p>VAPA Department</p> <p>Site Leaders</p> <p>Communications</p> <p>Expanded Learning YDSS</p> <p>City Office of Arts and Culture</p> <p>District Leadership</p>	<p>Costs associated with community events may come from site Prop 28 funding.</p>	<p>The VAPA Department will work with other departments to participate in more community fairs/events</p> <p>Community events at school sites will be more interactive for parents and community members.</p> <p>Schools will work to incorporate the arts more thoroughly into campus culture.</p>

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**Strategic Pillar:** Sustainability  
**Strategic Aim 3.1:** District Leadership

Goal 3.1a: Maintain and build support for a District VAPA Coordinator to manage programs, implement the Strategic Arts Plan, and ensure district compliance with CA Educational Code.

Goal 3.1b: Develop arts leads at every school site to support arts integration programs and communicate site needs to the district VAPA Coordinator

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
All Phases	Continue to support the position of VAPA Coordinator and expand duties to ensure compliance with CA Ed Code and implement the Strategic Arts Plan	<p>Continue to fund the VAPA Coordinator position through the C&amp;I Budget.</p> <p>Expand the VAPA Budget to include Prop 28 funding including new elementary teachers that will be hired.</p> <p>Allow teachers that are funded under the VAPA department to be co-evaluated by the VAPA coordinator and appropriate site leaders.</p>	<p>Executive Cabinet</p> <p>Asst. Superintendent of C&amp;I</p> <p>CAO</p> <p>Human Resources</p> <p>VAPA Coordinator</p>	<p>Increase budget in C&amp;I for Coordinator and VAPA TS's</p> <p>Increase VAPA Dept. budget with Prop 28 funds to hire new teachers</p>	<p>The scope of the VAPA Coordinator position will expand as VAPA programs throughout the district expand.</p> <p>VAPA Coordinator will be giving administrative oversight over new TS Elementary VAPA positions funded through the VAPA budget.</p> <p>Teachers funded through the VAPA budget will be evaluated by the VAPA Coordinator in coordination with site administration.</p>

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		<p>As VAPA Coordinator responsibilities expand, the official job description/duties should also be expanded and compensation should reflect duties.</p> <p>Create VAPA TS positions that report directly to the VAPA coordinator to help coach new VAPA teachers and create/provide PL to elementary teachers.</p>			VAPA Coordinator will provide yearly report on Ed Code compliance and progress on the District Arts Plan.
Phase 1-2	Create a stipend for “arts leads” or “arts liaisons” positions at each school site to assist with arts integration, scheduling, communication, and professional learning.	<p>Work with HR/SCTA to develop an “Arts Lead” stipend available to each site to allow one teacher to attend special CT meetings/PL with other arts leads in the district.</p> <p>Provide funding to send arts leads to PL workshops/conferences when appropriate</p> <p>Provide district PL sessions to arts leads that can then be taken back to school sites for CT PL.</p> <p>Train arts leads on district</p>	<p>Teachers</p> <p>Site Leaders</p> <p>VAPA Coordinator</p> <p>VAPA TS’s</p> <p>HR</p> <p>SCTA</p> <p>Budget</p> <p>Executive Cabinet</p> <p>School Board</p>	<p>Stipends for arts leads will need to be included in the VAPA Dept budget.</p> <p>New stipends need to be negotiated with SCTA</p> <p>Prop 28 funds may be used for arts leads stipends</p>	<p>All sites will have a VAPA Arts Lead teacher that will assist on implementation of arts integration professional learning sessions.</p> <p>Arts leads/liaisons will assist in helping to implement school-wide VAPA programs and will update the VAPA Coordinator periodically with progress.</p>

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		<p>purchased programs such as Artlook, CLARA Classroom, and Soundtrap, etc. so that each site will have a teacher that can help with these initiatives. (similar to site "EdTech leads).</p>			
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## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

**Strategic Pillar:** Sustainability  
**Strategic Aim 3.2:** Communication

**Goal 3.2a:** Develop strategies and platforms to increase and enhance communication within the district about arts programs and events assuring that District Leaders and School Board Members provide continued support over time.

**Goal 3.2b:** Increase communication with parents/guardians and families about arts opportunities that are available to students throughout the district.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
Phase 1-2	Communicate the new District Arts Plan and arts education policy to all levels of district admin to drive staffing, funding, and program decisions moving forward.	<p>Provide executive summary to new and existing Board members to inform them about existing District VAPA policy</p> <p>Present district arts policy and plan to site leaders at a PL session</p> <p>Plan at least one day of VAPA training during site leader PL sessions per school year.</p>	<p>VAPA Coordinator</p> <p>C&amp;I Dept.</p> <p>IAS's</p> <p>School Board</p> <p>Site Leaders</p>	None	<p>All site leaders will be aware of the new district VAPA policy and District Arts Plan and its effects on school site instruction and student outcomes.</p> <p>SCUSD School Board will be aware of District Arts Plan goals and receive regular updates on plan progress.</p>
	Develop and improve	Create an online presence	VAPA Coordinator	No anticipated	Increased online presence and

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	<p>district, feeder area, and site level communication and messaging.</p>	<p>for SCUSD VAPA (Social media, website, etc.)</p> <p>Create structures to support more communication between administrators and VAPA teachers.</p> <p>Improve ongoing communication regarding the arts between school sites and district administrators.</p> <p>Increase communication to teachers for arts integration strategies.</p> <p>Improve the utilization of Artlook (or similar programs) to inform the community of arts availability at school sites.</p> <p>Increase the frequency of content (newsletter, etc.) that communicates arts content/performances to all district community members</p> <p>Communicate with board via monthly executive</p>	<p>VAPA TS's</p> <p>Communications</p> <p>Site Arts Leads</p>	<p>budget needs</p>	<p>communication should result in higher visibility of VAPA in SCUSD.</p> <p>Building and maintaining relationships with community stakeholders.</p> <p>Build credibility of SCUSD VAPA in the greater Sacramento area.</p>
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## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

		<p>summary of upcoming events</p> <p>Area specific VAPA “news letter” to publish for board members, city council, community stakeholders</p>			
Phase 1	Communicate regularly with the School Board about progress on the Strategic Arts Plan	<p>Schedule time throughout the year at board meetings for arts updates (student led or featured) or send monthly board communications featuring updates keep board members informed on Strategic Arts Plan progress and accomplishments.</p> <p>Include student feedback in arts planning and include student representatives to attend and participate in arts planning and SCUSD Board meetings.</p> <p>Communicate with School Board office to schedule board updates during the year.</p>	<p>VAPA Coordinator</p> <p>Arts teachers</p> <p>Board Members</p>	No cost	<p>All school board members will be informed on Strategic Plan Progress and updated on goings on in the SCUSD VAPA community.</p> <p>Increased community and admin awareness of our district art programs, the benefits, both academically and social emotionally, and student outcomes</p>
Phase 1	Develop systems to communicate with	Work with Communications department to	VAPA Coordinator	None	

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	<p>parents and the community about SCUSD VAPA programs, concerts, enrichment opportunities, etc.</p>	<p>create/manage social media for VAPA Department or feature more VAPA in district social media.</p> <p>Publically highlight schools/programs that go above and beyond to increase awareness in the community.</p>	<p>Communications</p>		
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## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

**Strategic Pillar:** Sustainability  
**Strategic Aim 3.3:** Funding

- **Goal 3.3a:** Establish clear allocation guidelines for Prop 28 and Arts Block Grant funding and develop measures for ensuring accountability throughout the system and reporting to the School Board.
- **Goal 3.3b:** Establish reliable funding sources to support, maintain, and expand the Strategic Arts Plan in perpetuity.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
All Phases	<p>Create and manage a budget plan for funding designated to the district through Prop 28.</p> <p>If Prop 28 funds are distributed directly to school sites, develop district guidance and reporting to ensure that funds are being spent equitably throughout the</p>	<p>Based on Prop 28 Funding Guidelines:</p> <p>Determine staffing, equipment/materials, and administrative allocation for each site. (80% staffing, 19% equipment/supplies and 1% for administrative costs)</p> <p>Revise this budget each year as funding fluctuates.</p> <p>Report expenditure plan</p>	<p>VAPA Coordinator</p> <p>Budget</p> <p>HR</p> <p>Site Leaders</p>	<p>Increased VAPA funding as a result of Prop 28 funding</p> <p>District may have to increase funding to central office VAPA department to manage new teachers/funding.</p>	<p>Prop 28 funding is utilized to hire staff and support them with proper equipment.*</p> <p>If Prop 28 funds are distributed directly to schools, sites will report to the district how Prop 28 funds are spent.</p> <p>Annual reports from each site to the State based on accountability guidelines for Prop 28 funds.</p> <p>*at this time the distribution of Prop 28 funds has not been communicated to school districts. Once the CDE communicates</p>

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	<p>district.</p>	<p>and results to the school board each year.</p> <p>Work with Budget to determine the actual amount provided to the district each year.</p>			<p>how funds will be distributed to schools and what the reporting requirements are, we can solidify this section.</p>
<p>Phase 1-2</p>	<p>Work interdepartmentally to create a budget plan for the Arts and Music Instructional Material (AMIM) Block Grant and oversee that purchases made from it support the expansion of VAPA programs outlined in the Strategic Arts Plan.</p>	<p>Ensure that funding is used correctly and primarily for Art and Music Instructional Materials.</p> <p>Create budget proposal and submit to PRC/Executive Cabinet for approval.</p> <p>Order materials, ensure that all materials are ordered and received in a timely manner, pay vendors on time.</p> <p>Use this grant to support the expansion of VAPA programs throughout the district.</p> <p>Present AMIM budget to the school board.</p>	<p>Asst. Supt of C&amp;I</p> <p>VAPA Coordinator</p> <p>Library/Textbook Services</p> <p>Budget</p> <p>Purchasing</p> <p>PRC/Cabinet</p> <p>Health Services</p>	<p>Budget department should work with C&amp;I/Academic Office to ensure that this grant is used for its intended purpose</p>	<p>Funding from the AMIM Grant will be used properly and efficiently to support the expansion of VAPA programs in conjunction with Prop 28 to expand arts education equitably to all students in SCUSD.</p>

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		Report back to the school board about student outcomes as a result of this grant			
All Phases	Identify external funding sources (Grants, Foundations, fund-raising, etc.) Apply for grants that help to build and expand VAPA programs throughout the district.	Based on specified needs, seek grant funding or partner funding with arts organizations to benefit school sites.	VAPA Coordinator Grant Coordinator Site Leader Teachers	None	External funding sources will be identified to help expand VAPA programs throughout the district consistent with the Strategic Arts Plan.  Any additional supplementary funding will be made available for arts needs to advance equity throughout the district
All Phases	Identify and allocate internal funding sources (LCAP, SPSA, Prop 28, AMIM Grant, other state funding programs, etc.) to district VAPA programs as part of the Strategic Plan	Review overall budget for ongoing arts funding based on identified gaps/needs.  Provide resources and encourage administrators on including the arts into a school's SPSA Plan and utilize Title I and Title III funding sources for arts education.	VAPA Coordinator LCAP Director Site Leaders Executive Cabinet	Increased funding will be needed to support program expansion	Internal resources will be identified and used to help expand VAPA programs throughout the district consistent with the Strategic Arts Plan.

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**Strategic Pillar:** Sustainability

**Strategic Aim 3.4:** Program Evaluation

**Goal 3.4a: Site Program(s) Evaluation** - Develop or utilize tools to assess progress towards individual site goals for arts learning as outlined in the Strategic Arts Plan.

**Goal 3.4b: Strategic Plan Audit** - Develop measures/criteria to evaluate progress in the arts programs and accountability with the strategic arts plan annually.

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Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
Phase 1	Survey all district sites (teachers, admin, and students) about their access and implementation of arts classes, curriculum, materials, and supplies. (Initial and Yearly)	<p>Develop or utilize a site level survey (ie. Artlook) to monitor and track individual site progress towards the goals in the Strategic Arts Plan</p> <p>Design surveys targeted at each group, or inquire about adding arts metrics into existing climate/culture surveys (ie. Kelvin) to assess access to the arts as well as the effects that arts program expansion is having on culture and climate.</p> <p>Make arts investment data publically available to all stakeholders to ensure accountability and assist school sites that are not making progress.</p>	<p>VAPA Coordinator</p> <p>Artlook Team</p> <p>DAT</p> <p>Site Leaders</p>	<p>None at this time. There may be a need to purchase Artlook in the future if the City does not provide it to us.</p>	<p>District growth towards the goals of the Strategic Arts Plan will be tracked and monitored and reported back to the Superintendent/School Board annually.</p> <p>Data regarding District Arts Plan growth will be publically available on the district website (or on a similar data mapping website)</p>

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Phase 2-3	Evaluate student progression through arts programs at the sites. Including student access to advanced level courses.	<p>Determine each site's existing course offerings including course levels (I,II,III, Adv, Hon., AP).</p> <p>(Secondary) Develop tools to measure student trends in course selection and level progression.</p> <p>(Primary) Develop tools to measure and assess student progress in the arts.</p>	<p>VAPA Coordinator</p> <p>VAPA TS's</p> <p>Arts Leads</p>	None	District wide data on systematic arts access and growth potential in individual artistic disciplines.
Phase 2	Teacher Evaluation - Assist site leaders in evaluating arts educators with professional learning on the CA VAPA teaching standards so that they are able to evaluate all aspects of the lesson being observed.	Help develop observation and evaluation rubrics/criteria for administrators to assess arts teachers more effectively.	<p>VAPA Coordinator</p> <p>Site Leaders</p> <p>Teachers/SCTA</p>	None	<p>Site leaders will have more knowledge and information in order to meaningfully evaluate VAPA teachers.</p> <p>All VAPA teachers will be evaluated regularly.</p>

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<p>Phase 1-2</p>	<p>Develop student-based rubrics and assessments and evaluate student work to track yearly arts plan progress towards the CA VAPA Standards at each grade level.</p>	<p>Utilize the DAT to develop an assessment rubric for each of the arts disciplines based on the CA VAPA Standards.</p> <p>Develop an equitable system for assessing student work by district teachers for growth from year to year.</p> <p>Work with DAT to create procedures and timeline for evaluating student work each year.</p> <p>Build into VAPA budget teacher per diems for time to evaluate student work.</p>	<p>VAPA Coordinator  DAT  VAPA Teachers</p>	<p>This may require per diems or release time for teachers to evaluate student work.</p>	<p>Student progress toward the CA VAPA Standards will be evaluated and tracked by measures developed by teachers and students.</p> <p>This data will be used to monitor overall progress towards meeting CA VAPA standards. Individual student assessment will continue to be the responsibility of VAPA teachers.</p>
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## SCUSD Visual and Performing Arts Master Plan DRAFT 2024-2029

**Strategic Pillar:** Sustainability

**Strategic Aim 3.5:** Policy and Advocacy for Equity, Access, and Social Justice

Goal 3.5a: Adopt updated Arts Education Policy to ensure that arts instruction is accessible and equitable to all students throughout the district and make publicly available.

Goal 3.5b: Coordinate with other departments and site leaders to increase understanding of access to the Arts as a social justice issue that addresses social emotional learning (SEL), mental health, and critical thinking skills.

Phase	Strategies	Action Steps	Person(s)/Groups Responsible	Budget Needs	Expected/Measurable Outcomes
Phase 1	Create and present a new board policy for the Visual and Performing Arts that adequately encompasses the vision for VAPA in SCUSD that the DAT and CAT have been working towards.	Work with DAT and CAT to review current board policy and draft a new policy.  Present new policy to board.  Have Board vote on and adopt the new VAPA policy.	VAPA Coordinator  DAT/CAT  School Board	None	SCUSD will have a new school board policy for Visual and Performing Arts that supports the creation of this District Arts Plan.  School Board members will be aware of the challenges facing SCUSD and how this plan will improve student outcomes in the arts as well as social emotional learning, academics, and student engagement.
Phase 1-2	Coordinate with district officials, site leaders, and other departments to increase understanding of	Publish and distribute data showing how education in the arts improves student outcomes and mental health for students of color/ ELL students.	VAPA Coordinator  Culture, Climate, and SEL Department  Site Leaders	None	Site leaders will be able to more effectively support VAPA teachers, specialists, and teaching artists and understand how the arts contributes positively to school culture.

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	access to the Arts as a social justice issue.	<p>Create and provide PL for site administrators on how VAPA can contribute positively to school culture and climate.</p> <p>Work with site leaders to hire and schedule VAPA staff for maximum student impact, prioritizing elementary schools with high marginalized populations.</p> <p>Work to create a culturally-responsive VAPA curriculum for all students.</p>			Students will feel more of a connection to school culture through the lens of their own culture.
Phase 1	Utilize various data points across departments to create a priority list of schools in greatest need of VAPA/SEL teachers	<p>Identify schools that are in highest need based on several sources of data including Kelvin data, Title I students, f/r lunch, referrals, suspensions, ELA, etc.</p> <p>From this data, identify which schools would benefit most from having a certificated VAPA teacher and access to professional arts learning sessions for staff.</p>	<p>VAPA Coordinator</p> <p>SEL Director</p> <p>Facilities</p> <p>HR</p>	None	By using student and site data collected from several different departments, the VAPA department will create an arts implementation plan to prioritize filling VAPA positions in high need schools and supporting daily arts instruction with artist residencies, assemblies, and professional learning.
All Phases	Work interdepartmentally and collaboratively to develop strategies to integrate the arts across	Create strategies for making sure that emergent bilingual students have access to arts education.	<p>Arts Coordinator</p> <p>MTSS Director</p> <p>SEL Director</p>	None	Visual and Performing Arts strategies will be meaningfully incorporated into other disciplines. All students, particularly those that are traditionally vulnerable and marginalized, will be able to

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	<p>curriculums at all levels to ensure that ALL students have access to VAPA content.</p>	<p>Integrate the arts with ELA/ELD standard for lower grades.</p> <p>Identify and define the Arts as a Tier I intervention in the district's MTSS Plan.</p> <p>Define what high-quality instruction in the arts looks like at all grade levels.</p> <p>Communicate with Special Education department to ensure that the arts are included in all SPED classrooms and in individual SPED plans, where appropriate.</p>	<p>MLD Director</p> <p>SPED Director</p>		<p>access arts lessons at whatever level they are able.</p>
Phase 1	<p>Continue to grow and utilize various teaching artist residencies centered around SEL/conflict resolution strategies primarily in Title I schools.</p>	<p>Continue to build and expand the teaching artist program through NorCal School of the Arts.</p> <p>Continue to provide SEL PL sessions for teaching artists by our SEL TS's.</p> <p>Build teaching residencies into the VAPA budget (possibly as MTSS tiered interventions in SEL?).</p>	<p>VAPA Coordinator</p> <p>Arts Partner Organizations</p> <p>Budget</p> <p>SEL Teaching Specialists</p>	<p>Teaching artist residencies should be built into the VAPA budget. Currently this has been funded mostly through temporary ESSER funding.</p>	<p>Our most vulnerable students at our highest need schools will have access to theater/SEL residencies to help with their social emotional learning, mental health, communication skills, and conflict resolution skills.</p>
All Phases	<p>Research and apply for grants that prioritize and emphasize using the arts to improve SEL and</p>	<p>Work with grant coordinator , local arts organizations, and national arts grant organizations (Save the</p>	<p>VAPA Coordinator</p> <p>Grant Coordinator</p>	<p>None</p>	<p>Outside sources of income will be accessed in order to help expand VAPA access to all students in SCUSD, with an emphasis on</p>

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	<p>student mental health.</p> <p>Seek/write grants that focus on culturally responsive arts education and focus on traditionally marginalized populations for schools with high numbers of these populations.</p>	<p>Music, Mr. Holland’s Opus Foundation, Music Will, etc.) to identify and apply for grants that can help to expand the scope and quality of arts education in SCUSD.</p>	<p>Arts Partner Organizations</p>		<p>marginalized and underserved populations.</p>
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Appendix (to be added after Board approval)

- VAPA/SEL Learning Framework Chart
- Prop 28/AMIM Grant Information from CDE
- Prop 28 Funding Allocation by School
- VAPA Dept Budget
- Schedule of DAT/CAT Meetings



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

**Meeting Date:** January 18, 2024

**Subject:** Approval/Ratification of Grants, Entitlements, and Other Income Agreements  
Approval/Ratification of Other Agreements  
Approval of Bid Awards  
Approval of Declared Surplus Materials and Equipment  
Change Notices  
Notices of Completion

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Change Notices – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business Officer  
Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Interim Superintendent

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

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>LUTHER BURBANK HIGH SCHOOL</u></b>		
California Department of Education A24-00060	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$5,000 No Match
Period: 9/1/23 – 9/30/24 Description: Building Trades Academy (0585) at Luther Burbank High School to participate in the California Partnership Academics: California Labor Federation Partnership Project.		
<b><u>YOUTH DEVELOPMENT DEPARTMENT</u></b>		
California Department of Education A24-00061	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$1,856,832 No Match
Period: 7/1/23 – 9/30/24 Description: 21 <sup>st</sup> Century Community Learning Centers (CCLC) – ASSETs – Core. Provides funding for five (5) years to establish or expand before, after school and summer programs that provide kindergarten through 12 <sup>th</sup> grade students with academic enrichment opportunities and support services to help the students meet state and local academic standards in core content areas.		
<b><u>YOUTH DEVELOPMENT DEPARTMENT</u></b>		
California Department of Education A24-00062	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$25,000 No Match
Period: 9/1/23 – 9/30/24 Description: 21 <sup>st</sup> Century Community Learning Centers (CCLC) Program Grant – ASSETs – Equitable Access.		
<b><u>DEPARTMENT</u></b>		
Office of Public School & Construction A23-00071	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$750,000 No Match
Period: 1/1/24 – 6/30/27 Description: Outdoor Eating and Learning Structure at Parkway Elementary School.		
<b><u>ACADEMICS DEPARTMENT</u></b>		
Marin County Office of Education A24-00074	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$329,175 Year 2 of 3
Period: 7/1/23 – 6/30/24 Description: On behalf of the California Collaborative for Educational Excellence (CCEE), created the Intensive Assistance Model Project for districts to participate in professional learning.		

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES DEPARTMENT</u></b>		
Lionakis Architects SA24-00540	11/1/23 – 12/31/24: Architectural and engineering services for the C.K. McClatchy High School Swimming Pool Upgrades project. Project consists of. Replacement of pool and mechanical equipment.	\$265,480 Measure Q Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lionakis was selected for this project from the District's pool of architects qualified through a Request for Qualification process on February 20, 2020.	
Innovative Construction Services SA24-00541	12/1/23 – 7/31/28: Project and construction management services for the Fern Bacon Modernization and New Construction project. Project will include infrastructure stabilization, roof replacement, interior and exterior painting, site security fencing, flooring replacement, accessibility upgrades, HVAC replacement.	\$2,275,000 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Innovative Construction Services was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.	
CA Design West (CDW) SA24-00563	12/19/23 – 6/30/24: Architectural and engineering services for the New Joseph Bonnheim School Playground project. Project consists of replace irrigation to play field area only and leave pump and controller in current location; new sod at play field area; replace two (2) play structures; one (1) elementary age structure and one (1) kindergarten structure with new PIP fall-protection installed and provide play structure option boards for site to vote upon.	\$172,342 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CDW was selected for this project from the District's pool of architects qualified through an RFQ process in February 2020.	
Kitchell CEM SA24-00564	11/1/23 – 1/31/25: Project and construction management services for the Bowling Green Modernization/New School project. Project consists of: Roof replacement at main Building; Rooms 1-27, Office, Library, Cafeteria, and Classroom Building; Rooms 31-36. Campus Renewal project consists of flooring, ADA improvements, interior paint and technology.	\$2,129,403 Measure H Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Kitchell CEM was selected for this project from the District's pool of construction managers qualified through an RFQ process in December 2021.	

<p>Campbell Keller R24-02973</p> <p>New Contract:  <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>	<p>Classroom furniture to be purchased at California Middle School.</p> <p>The Purchasing and Facilities departments find it is in the best interest of the District to utilize Resolution No. 3371 to piggyback Los Rios Community District's contract Bid No. 19017 with Campbell Keller for classroom furniture Proposal 115937 dated December 18, 2023.</p>	<p>\$744,903 Measure H Funds</p>
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**ACADEMIC OFFICE**

<p>Lexia Learning Systems, Inc. R24-02736</p> <p>New Contract:  <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>	<p>Two year LETRS District subscription, print and live online professional development that focuses on teaching strategies associated with specific curriculum content. Active learning engages teachers directly in designing and trying new strategies, providing an opportunity to engage in the style of learning they are designing for students.</p>	<p>\$121,440 Learning Recovery Block Grant Funds</p>
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<p>Center for the Collaborative Classroom R24-02737</p> <p>New Contract:  <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>	<p>SIPPS 4<sup>th</sup> edition intervention packages (30 each), reading specialist packages (20 each), beginning level packages (10 each), extension level packages (10 each) that provide a structured-literacy approach to instruction through explicit routines focused on phonological awareness, spelling sounds, and high-frequency words. When used as a core/Tier I program, SIPPS supports the acquisition of grade-level, foundational skills standards.</p>	<p>\$171,553 Learning Recovery Block Grant Funds</p>
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**YOUTH DEVELOPMENT**

<p>Model 1 Commercial Vehicles R24-02858</p> <p>New Contract:  <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>	<p>The purchase of three (3) passenger vans to transport students to expanded learning events. This purchase will mitigate the expense of charter buses to transport a classroom of students and chaperones. The Youth Development department has staff that are qualified to transport students and will adhere to the District's requirements, overseen by Risk Management. Model 1 Commercial Vehicles was awarded Bid 24-1019, Wheelchair Accessible Vans by the Board of Education on October 5, 2023.</p>	<p>\$280,328 Expanded Learning Opportunities Program Funds</p>
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**SPECIAL EDUCATION DEPARTMENT**

<p>Model 1 Commercial Vehicles R24-02631</p> <p>New Contract:  <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No</p>	<p>The purchase of two (2) passenger vans for the Adult Transition Program. The Special Education department has staff that are qualified to transport students and will adhere to the District's requirements, overseen by Risk Management.</p> <p>Model 1 Commercial Vehicles was awarded Bid 24-1019, Wheelchair Accessible Vans by the Board of Education on October 5, 2023.</p>	<p>\$198,014 ESSER III Funds</p>
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## Unrestricted Funds

### DEPUTY SUPERINTENDENT OFFICE

River City Stadium Management, LLC R24-00842	Facility use for the graduation ceremonies of the comprehensive high schools scheduled on June 11, 12 <sup>th</sup> and 13 <sup>th</sup> , 2024.	\$135,000 General Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	C.K. McClatchy High School Hiram Johnson High School John F. Kennedy High School Luther Burbank High School Rosemont High School West Campus	
Follett School Solutions R24-02936	1/1/24 – 12/31/24: District Member license renewal to Titlepeek Online. Includes, Library Manager and Destiny Resource Manager. Follett's subscriptions helps teachers identify resources on the web and in the District's existing library collection. Allows the ability to transfer materials from campus to campus to mitigate overage purchases and adds a high level of accountability.	\$121,409 General Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

SITE/DEPT	ITEM
O.W. Erlewine E.S. Will C. Wood M.S. Abraham Lincoln E.S. John Bidwell E.S. Ethel Phillips E.S. Phoebe Hearst E.S. Theodore Judah E.S. Joseph Bonnheim E.S. Washington E.S. Sam Brannan M.S. Capital City School A.W. McClaskey Adult School Charles A. Jones Skills Center Central Printing Nutrition Services Serna Center	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p>
ITEMS	<p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
Desktop Computers (147 each) Chromebooks (729 each) Laptops (458 each) Printers (64 each) Document Cameras (7 each) *Misc.- keyboards, mice (265 each)	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	
E-Waste Recycle	

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project:** **West Campus HS New Softball Baseball Field Improvements**

**Recommendation:** Approve increase contract to Verde Design Inc. The agreement was awarded at the August 17, 2023 Board of Education Meeting.

Original Contract Amount: \$415,070; Measure H Funds

Change Order No. 1 Amount: \$33,650; Measure H Funds

Approve Change Order No. 1: \$415,070, due to additional services outside of original scope of work; which includes using an Electrical Engineer and Romtec software.

New Total Contract Amount: \$448,720; Measure H Funds

The cost of construction is currently estimated at \$5,000,000.

**Project:** **California Roof Replacement Bldg 1 & 3A**

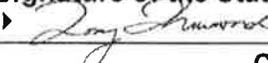
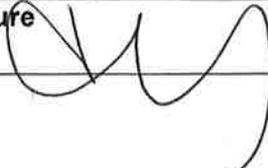
**Recommendation:** Best Contracting Services, Inc. was awarded construction services at the April 27, 2023 Board of Education Meeting for the Roof Replacement Building 1 and 3A project at California Middle School. This project replacing existing roof on Buildings 1 and 3A.

Original Construction Services Amount: \$1,297,300; Measure H Funds

Approve Change Order No. 1 \$(53,167) for project closeout and unused Owner Allowance; Measure H Funds.

New Total Contract Amount: \$1,244,133; Measure H Funds

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Lisa Allen, Interim Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>				
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
				2023	25220	67439	MC	
<b>Attention</b> Lisa Allen, Interim Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>		
<b>Program Office</b> Accounting Office, Categorical Funds				<b>Resource Code</b>	<b>Revenue Object Code</b>	34		
<b>Telephone</b> 916-643-9000				6385	8590	<b>INDEX</b>		
<b>Name of Grant Program</b> California Partnership Academies: California Labor Federation Partnership Project						0615		
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$5,000		\$5,000		09/01/2023	09/30/2024		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>			
<p>I am pleased to inform you that the Building Trades Academy (0585) at Luther Burbank High School has been funded to participate in the California Partnership Academies: California Labor Federation Partnership Project.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Cindy Rose, Associate Governmental Program Analyst          Career and College Transition Division          California Department of Education          1430 N Street, Suite 4202          Sacramento, CA 95814-5901</p>								
<b>California Department of Education Contact</b> Eliese Rulifson				<b>Job Title</b> Education Programs Consultant,				
<b>E-mail Address</b> <a href="mailto:ERulifson@cde.ca.gov">ERulifson@cde.ca.gov</a>				<b>Telephone</b> 916-319-0457				
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> November 2, 2023				
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer				
<b>E-mail Address</b> <a href="mailto:janea-marking@scusd.edu">janea-marking@scusd.edu</a>				<b>Telephone</b> (916) 643-9055				
<b>Signature</b> 				<b>Date</b> 12/11/23				

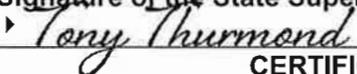
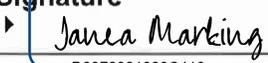
California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
			23	14535	67439	4A
<b>Attention</b> Expanded Learning Programs Coordinator			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Expanded Learning Office			<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> (916) 643-9000			4124	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> 21st Century Community Learning Centers (CCLC)—ASSETs - Core					0150	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$1,856,832.00		\$1,856,832.00		07/1/2023	09/30/2024
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	
84.287C	S287C230005	21st CCLC Program			U.S. Dept. of Education	
<p>I am pleased to inform you that you have been funded for the 21st CCLC Program Grant—ASSETs - Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. The grant is from July 01, 2023, through June 30, 2028. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications (AO-400s) are sent annually.</p> <p>By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options. Please email the original, signed AO-400 to Raquel Monteiro at RMonteiro@cde.ca.gov.</p>						
<b>California Department of Education Contact</b> Raquel Monteiro				<b>Job Title</b> Associate Governmental Program Analyst		
<b>E-mail Address</b> RMonteiro@cde.ca.gov				<b>Telephone</b> 916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> Tony Thurmond				<b>Date</b> November 9, 2023		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding. <b>On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.</b></p>						
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer		
<b>E-mail Address</b> janea-marking@scusd.edu				<b>Telephone</b> (916) 643-9055		
<b>Signature</b> Janea Marking				<b>Date</b> 12/11/2023		

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
			23	14603	67439	2A
<b>Attention</b> Expanded Learning Programs Coordinator			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Expanded Learning Office			<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> (916) 643-9000			4124	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> 21st Century Community Learning Centers (CCLC)—ASSETs - Equitable Access						0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$25,000.00		\$25,000.00		07/1/2023	09/30/2024
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>	
84.287C	S287C230005	21st CCLC Program			U.S. Dept. of Education	
I am pleased to inform you that you have been funded for the 21st CCLC Program Grant—ASSETs - Equitable Access.						
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. The grant is from July 01, 2019, through June 30, 2024. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications (AO-400s) are sent annually.						
By e-signing this document, your organization is voluntarily agreeing to conduct business with the California Department of Education (CDE) electronically. If you do not wish to do so, please immediately contact the Analyst listed below to discuss other signing options. Please email the original, signed AO-400 to Raquel Monteiro at RMonteiro@cde.ca.gov.						
<b>California Department of Education Contact</b> Raquel Monteiro				<b>Job Title</b> Associate Governmental Program Analyst		
<b>E-mail Address</b> RMonteiro@cde.ca.gov				<b>Telephone</b> 916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 				<b>Date</b> November 9, 2023		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding. On behalf of the grantee named above, I certify that the organization intends that this and future transactions be completed by electronic means, and any electronic signature is intended to be as binding as a physical signature.						
<b>Printed Name of Authorized Agent</b> Janea Marking				<b>Title</b> Chief Business & Operations Officer		
<b>E-mail Address</b> janea-marking@scusd.edu				<b>Telephone</b> (916) 643-9055		
<b>Signature</b> 				<b>Date</b> 12/11/2023		

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OFFICE OF THE CLERK  
Sacramento City Unified School District

STATE OF CALIFORNIA  
**GRANT AGREEMENT**

**GENERAL INFORMATION**

**Grantee Name:** Sacramento City Unified School District

**Grant Amount:** \$750,000.00

**Funding Source:** Authorized pursuant to Section 97 of Assembly Bill 189 (Skinner) which amends Section 19.568, subdivision of the Budget Act of 2023. (A copy of the authorizing statute is included on the Attachment)

**GRANT DESCRIPTION**

The Grant funds are awarded generally for purposes of the Parkway Elementary School Outdoor Eating & Learning Structure.

**Grant funds are to be used in accordance with the original proposed scope of work and the terms of this Agreement. The Grantee shall not make any changes to the scope of work without the prior written approval of OPSC.**

**TERMS AND CONDITIONS OF GRANT**

**Definitions**

“Agreement” means a contract to do or not to do a certain thing and refers to this Grant Agreement.

“Expenditure report” means the information submitted by the Grantee upon project completion to demonstrate expenditures have been made in accordance with the Grant award.

“Grant” means the funding provided in support of the Parkway Elementary School Outdoor Eating & Learning Structure.

“Office of Public School Construction (OPSC)” means the office within the California Department of General Services that administers this grant program on behalf of the Director of the Department of General Services.

“State” means the State of California.

**Term of Grant Agreement**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall be the parties to this Agreement. This Agreement must be entered into by both parties prior to, and as a condition of, the release of any funding for the Grant. This Agreement becomes effective on the date of the last signature. This Agreement terminates once (1) all Grant funding is expended, and when all the parties’ obligations under this Agreement are satisfied, or (2) if the Grant is rescinded, or (3) if the Grantee withdraws its request for the Grant funds.

**Project Execution**

The Office of Public School Construction hereby awards to the Grantee a sum of money (Grant) \$750,000.00 in consideration of and on condition that the sum be expended in carrying out the

STATE OF CALIFORNIA  
**GRANT AGREEMENT**

purposes as set forth in the description of the project in this Agreement and under the Terms and Conditions set forth in this Agreement and the authorizing statute.

Grantee certifies that the proposed scope of work complies with all laws and requirements applicable to school construction projects.

**Receiving and General Usage of Funds**

The Grantee and the Executive Officer, or designee, of the Office of Public School Construction shall enter into this Agreement prior to, and as a condition of, the release of any funding for the Grant.

Grant funds shall be released in one installment. The fund release shall occur on or about January 15, 2024, provided this Agreement has been fully executed.

Pursuant to the requirements set forth in Section 19.568(a)(7) of the Budget Act of 2023, all funds must be encumbered no later than June 30, 2025, and expended no later than June 30, 2027. All funds not encumbered by June 30, 2025, and/or expended by June 30, 2027, shall be returned by the Grantee to the Office of Public School Construction.

Funds are to be expended in accordance with the scope of work identified in the Grant Description. A maximum of 5% of the total funds may be used for Grantee's administrative and/or overhead costs associated with the Grant. Expenditures associated with the scope of work made prior to the effective date of the agreement, may be considered eligible costs.

**Program Reporting Requirements**

As a condition of this Grant, the following information shall be submitted to the Office of Public School Construction:

- No later than 8/1/2025 (or as soon as contracted) the Grantee will submit documentation confirming funds have been encumbered with a copy of the encumbrance documents.
- No later than 8/1/2026 the Grantee will submit a project status report.
- No later than 8/1/2027 the Grantee will submit a final Expenditure Report and a narrative summary of the project outcome including a copy of the plan approval letter(s) from the Division of the State Architect and/or a copy of the approved Form DSA 7 indicating that the Division of the State Architect concurs that the project is exempt from review.
  - o Report format is at the discretion of the Grantee; however, reports should be detailed enough to clearly demonstrate progress and that expenditures are connected to the project.
  - o Submitted reports shall include a cover letter from the Grantee with a signed statement that the information submitted is true and accurate.

STATE OF CALIFORNIA  
**GRANT AGREEMENT**

### **Record Retention**

Grantee shall maintain satisfactory financial accounts, documents, and records for the Grant, at a Project-specific level of detail.

Financial accounts, documents, and records may be retained electronically.

### **Repayment of Grant Funds**

Upon notification from OPSC of any amounts to be repaid to the State, the Grantee shall remit a warrant in the amount due within 60 calendar days.

### **Conflict of Interest**

All Grantees are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the Grant being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

1. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
2. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

### **Compliance with Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The Grantee is notified that compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

### **Severability**

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

STATE OF CALIFORNIA  
**GRANT AGREEMENT**

OFFICE OF PUBLIC SCHOOL CONSTRUCTION  
 Page 4 of 4

**Electronic Filing**

Any communication under this Grant Agreement shall be in writing and may be transmitted by electronic means. Communication sent electronically will be effective on the date of transmission.

**O. Supplement, Not Supplant**

The terms and conditions of this Agreement are intended to supplement, not supplant, the laws and regulations that apply to this Grant. The Grantee understands and agrees to adhere to all laws and regulations that apply to this Grant, even if those laws and regulations are not specifically cited in this Agreement.

**P. Exact Duplicate**

This Agreement is an exact duplicate (verbatim) of the Agreement provided by the Office of Public School Construction. In the event a conflict should exist, the language in the Agreement provided by the Office of Public School Construction will prevail.

**SIGNATURES**

**The statements set forth in this Agreement are true and correct to the best of my knowledge and belief. IN WITNESS WHEREOF, this Agreement has been executed by the parties.**

NAME OF GRANTEE REPRESENTATIVE (PRINT)  Janea Marking, Chief Business & Operations Officer	PHONE NUMBER  (916) 643-9055
SIGNATURE OF GRANTEE REPRESENTATIVE <small>DocuSigned by:</small>  <small>D2972921888C416...</small>	DATE  01/10/2024
NAME OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE
SIGNATURE OF EXECUTIVE OFFICER OF THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION, OR DESIGNEE	DATE

**Attachment**

Excerpt from Senate Bill No. 104, Skinner. Budget Act of 2023

SEC. 97. Section 19.568 of the Budget Act of 2023 is amended to read:

SEC. 19.568. (a) (1) The amounts appropriated pursuant to this section reflect legislative priorities related to education.

(2) For allocations in this section that include a designated state entity, the entity shall allocate the funds to the recipients identified in the paragraphs following each designation. The state entity shall determine the best method for allocation to ensure the funds are used for the purposes specified in this section. Self-attestation by the receiving entity is an acceptable method of verification of the use of funds, if determined appropriate by the state entity.

(3) Notwithstanding any other law, allocations pursuant to this section are exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code, from Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code, and the State Contracting Manual, and are not subject to the approval of the Department of General Services, including the requirements of Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of the Title 2 of the Government Code.

(4) If an item number for the appropriate department for a state entity does not exist, and such an item number is required in order to make the specified allocations, the Department of Finance may create an item number for this purpose.

(5) Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.

(6) The Department of Finance may authorize the transfer of allocating authority to a different state entity to facilitate the expenditure of the funds for the intended legislative purpose. Any state entity that allocates funds may also, in consultation with the Department of Finance, use an alternative local fiscal agent that is not identified in this section instead of the fiscal agent designated in this section if necessary to achieve the intended legislative purpose. Any change to the allocating state entity or fiscal agent made pursuant to this paragraph shall be reported to the Joint Legislative Budget Committee in writing at least 30 days, or no sooner than whatever lesser time after that notification the chairperson of the joint committee, or the chairperson's designee, may determine, prior to the change. It is the intent of the Legislature to revise this section during the 2023–24 fiscal year to reflect any changes necessary to achieve the intended legislative purpose.

(7) Unless otherwise specified in this section, funds allocated pursuant to this section shall be available for encumbrance through June 30, 2025, and expenditure until June 30, 2027.

(8) Unless otherwise specified, the funds appropriated in this section shall not be disbursed for any project prior to September 30, 2023. Future legislation may, but is not required to, specify further details concerning the manner of disbursement of these funds.

(9) Funding provided in this section shall not be used for a purpose subject to Section 8 of Article XVI of the California Constitution. If the Department of Finance determines that any allocation would be considered an appropriation for that purpose, the funding shall not be allocated, and the department shall notify the Joint Legislative Budget Committee of that finding.

(10) The amounts specified in subdivisions (b) through (e), inclusive, are hereby appropriated from the General Fund as follows:

(b) To be allocated by the California Community Colleges as follows:

(1) \$1,000,000 to the Kern Community College District, for the Kern Community College Economic Mobility Laboratory.

(2) \$1,000,000 to the County of Marin, for the Marin Community College District's Science Field Station.

(3) \$1,200,000 to the Yuba Community College District, for the Yuba College STEM Building Modernization.

(4) \$1,000,000, to the College of the Canyons, for the College of the Canyons, for Simulation-based training lab and equipment for Allied Healthcare and Emergency Medicine students.

(5) \$500,000, to the Santa Monica Community College District, for Reinvigorating the Santa Monica College Library.

(6) \$782,000, for the Norwalk Cerritos College Child Development Center.

(7) \$1,500,000 for Napa Valley College Foundation for the construction costs for a technical education center.

(8) \$1,500,000 for Santa Rosa Junior College Foundation for land acquisition for expansion of a fire academy and construction of a new firefighter training tower.

(9) \$950,000 for Orange Coast College Foundation for replacement of Early Childhood Lab School outdoor classroom equipment.

(10) \$4,500,000 for Glendale College Foundation for a pilot demonstration project on the benefits of virtual reality in science classes.

(c) To be allocated by the State Department of Education as follows:

(1) \$250,000 to the Richland School District for the Richland School District - Family Resource Center.

(2) \$500,000 to the Latino Film Institute (LFI), for the Youth Cinema Project (YCP).

(3) \$1,000,000 to the Centralia School District, for health and safety improvements.

- (4) \$500,000 to the Spark SF Public Schools, for the Mission Bay Hub.
- (5) \$1,500,000 to the Milpitas Unified School District, for the Milpitas Unified School District Innovation Campus.
- (6) \$750,000 to the Sacramento City Unified School District, for the Parkway Elementary School Outdoor Eating & Learning Structure.
- (8) \$5,000,000 to the City of Hollister, for the San Benito High School Cafeteria.
- (9) \$261,395 to the Castaic Union School District, for the Castaic Union School District School Shade Structures.
- (10) \$123,000 to the William S. Hart Union High School District, for the William S. Hart Union School District: Safety & Wellness upgrades.
- (11) \$2,000,000, to Los Angeles Unified School District, for Safety & Infrastructure Improvements at Kennedy High School.
- (12) \$3,953,000 to the Newhall School District, for the Newhall School District Safety & Security Upgrades.
- (13) \$1,000,000 to the Equality California Institute, for the Equality California Institute Safe and Supportive Schools.
- (14) \$1,000,000 to the Alhambra Unified School District, for the Alhambra Unified School District Athletic and Recreational Facilities.
- (15) \$2,000,000 for the San Mateo Exposition and Fair Association for the Domini Hoskins Black History Museum's operational costs.
- (16) \$2,000,000 for Accelerated Radio School of Broadcasting for facility renovation, media equipment, marketing, and outreach.
- (17) \$1,000,000 for Santa Barbara City College Foundation for the establishment of an apprenticeship program for the laser tech industry of the County of Santa Barbara.
- (18) \$1,000,000 for the Career Technical Education Foundation Sonoma County for support of the North Bay Construction Corps program expansion.



# MARIN COUNTY

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## OFFICE OF EDUCATION

1111 Las Gallinas Avenue  
P.O. Box 4925  
San Rafael, CA 94913-4925

JOHN A. CARROLL  
MARIN COUNTY  
SUPERINTENDENT OF SCHOOLS

Phone (415) 472-4110  
Fax (415) 491-6625  
[marincoe@marinschools.org](mailto:marincoe@marinschools.org)

### (2023 – 2024)

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the **Sacramento City Unified School District** (“District”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and LEA shall be referred to collectively as “Parties.”

#### **BACKGROUND**

The Legislature and Governor created the CCEE to provide advice and assistance to school districts, county offices of education and charter schools in achieving their Local Control and Accountability Plan (LCAP) goals. Pursuant to Education Code Section 52072, the CCEE may provide advice and assistance to a school district pursuant to Section 52071 if the school district meets the criteria established pursuant to subdivision (g) of Section 52064.5 for three or more pupil subgroups identified pursuant to Section 52052 or, if the school district has less than three pupil subgroups, all of the school district’s pupil subgroups, in three out of four consecutive school years.

Through its work providing Direct Technical Assistance (DTA) to local educational agencies (LEAs), CCEE has determined that some LEAs require more intensive support. In response, CCEE created the **Intensive Assistance Model Project** (“Project”) to establish a partnership between CCEE, LEAs, county offices of education, and a service provider to work with one or more school sites from each selected LEA to serve as a working laboratory for an intensive support model, conduct action research, and share best practices with other schools throughout the state. Participating LEAs and their identified schools will contract with a service provider and be part of a collaborative evaluation and research process, to be conducted by CCEE and Policy Analysis for California Education (PACE) to gather data regarding student achievement, teacher practices, and effective professional development. Pursuant to the Project, CCEE will share with the selected LEAs the cost of their contract with the service provider.

CCEE created an application for interested school districts to apply to participate in this Project, and District was chosen as a Project participant. While the Project application as initially composed was structured to establish and expand Solution Tree’s Professional Learning Communities at Work (“PLC at Work”®) process within each participating LEA, CCEE subsequently restructured the Project. Under the Project as implemented, each participating LEA selects the provider of its choice, which could include but was not limited to Solution Tree Inc., with which to contract to provide professional development and support to the participating LEA that is aligned with the goals of the Project to assist LEAs that need more comprehensive support services while prioritizing collaboration, assessment, and tiered interventions and focusing on teaching, learning, and leadership.

The parties agree as follows:

**1. Services and Activities.**

To support District's efforts to achieve its LCAP goals, and as a result of District's successful Project application, District will contract with a service provider of District's choice. District has chosen Solution Tree Inc. as its service provider ("Provider") for the Project, and CCEE has reviewed and approved the Provider and the professional development/support plan agreed upon between District and Provider as compliant with the goals of the Project.

Pursuant to its contract with the Provider, District will receive intensive onsite support at one or more identified District schools as it implements, deepens, and sustains the Provider's process. Based on a thorough needs assessment, each identified school will create action plans that focus on increasing student achievement through aligned curriculum, formative assessment practices, and proven instructional strategies. The plan will be collaboratively developed between CCEE, District and school representatives. During the term of this Agreement, District will participate in all required events and activities as outlined in the contract with the Provider to ensure the highest opportunity for a successful implementation of Provider's PLC at Work process, as generally described in Exhibit A ("Services"). District agrees to each of the PLC at Work Commitments as set forth in Exhibit B ("Commitments").

District shall participate in PACE's proposed data collection and analysis plan for the first year of pilot implementation (2022-2023), with the expectation of partnering throughout the three-year program. As part of the participation, District shall regularly attend the Community of Practice meetings, participate in the PACE data collection activities, and regularly attend relevant meetings, events, and activities as scheduled by CCEE, as well as work with Provider to implement all Services (collectively "Activities").

District is solely responsible for contracting with Provider and complying with all components of its contract with Provider, including carrying out District's and/or its identified school's or schools' work in order to participate fully in the Services. District acknowledges and affirms that it is solely responsible for ensuring compliance with any and all applicable legal requirements related to participation in the Provider's process and Services and the Activities.

**2. Term.**

The negotiated and agreed upon funding amount to be contributed by CCEE towards District's costs for the Services is a maximum of \$1,109,350 over three years (CCEE Full Funding Amount), with the amount to be contributed by CCEE and by District differing in each of the three years in which District is anticipated to participate in the Project. The anticipated structure of payments of the CCEE Full Funding Amount, and District's share of costs for the Services during the contemplated three years of District's participation in the Project are set forth in Exhibit C. However, due to the year-to-year nature of CCEE's funding, the Administrative Agent/CCEE may only enter into contracts for a single fiscal year. Therefore, this Agreement is only for the present fiscal year (2023-2024), and the continuation of the Project/funding is contingent on the Parties entering into an agreement for each subsequent fiscal year in which the Project will be performed. The term of this Agreement is **July 1, 2023, through June 30, 2024.**

**3. Payment.**

Administrative Agent/CCEE shall assist District by providing funding support for the Services for the Term of this Agreement, not to exceed **\$329,175** from July 1, 2023 through June 30, 2024 (CCEE Annual Funding Amount) and District will be responsible for any costs incurred by District related to

Services and/or any other services provided by Provider and District's participation in the Project beyond this CCEE Annual Funding Amount incurred and/or owing during the Term of the Agreement. District will also be responsible for any costs related to Services and Activities and/or other services provided by Provider beyond the Term of the Agreement unless and until Administrative Agent/CCEE and District enter into a subsequent agreement related to the Project, Services, Activities, and/or any other services to be provided by Provider in a future year or years by which Administrative Agent/CCEE agree to provide future funding support. All payments from Administrative Agent/CCEE will be made as reimbursement for funds paid by District to the Provider for the Services provided as part of the Project and consistent with the cost schedule as set forth in Exhibit C.

**4. Invoicing and Payment Schedule.**

District may invoice the Administrative Agent for reimbursement of the costs for the Provider's Services incurred by District during the Term of this Agreement pursuant to the Project, up to the CCEE Annual Funding Amount, on a quarterly basis (e.g. in October 2023 for actual costs incurred July 1, 2023 through September 30, 2023). District may not invoice for any other costs, including, but not limited to, indirect costs or travel costs. Invoices must be submitted no later than 30 days after the last day of the quarter in which the actual costs were incurred. The final invoice must be submitted within 30 calendar days after the termination date of this Agreement and must be marked "FINAL" by District. No payments will be made to District after this period. Total payments to District under the Agreement shall not exceed the CCEE's Annual Funding Amount of **\$329,175**.

District shall support each invoice with documentation that provides evidence of ongoing engagement with the Provider. This includes copies of invoices demonstrating District's payment to the Provider for the Services. Each invoice with supporting documentation must be submitted to the California Collaborative for Educational Excellence, Accounts Payable, via email to [ap\\_ccee@ccee-ca.org](mailto:ap_ccee@ccee-ca.org). District shall provide any additional documentation requested by the Administrative Agent to support an invoice.

**5. Governing Law.**

This Agreement is made and entered into in the County of Marin, State of California. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding any statute that directs application of the laws of another jurisdiction. Any legal action related to the satisfaction, performance, or interpretation of this Agreement shall be filed only in the Superior Court of Marin County, and the Parties waive any provision of law, including California Code of Civil Procedure, Section 394, subdivision (a), providing for a change of venue to another location.

**6. Hold Harmless.**

Administrative Agent/CCEE shall indemnify, defend and hold harmless District, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, arising out of Administrative Agent/CCEE's performance of this Agreement, but only to the extent such liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

District shall indemnify, defend and hold harmless Administrative Agent and CCEE, their board members, directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, arising out of District's performance of this Agreement, but only to the extent such

liability, loss, expense, damage, or claim for injury or damages to person(s) or property, or both, are caused by or result from the negligent or intentional acts or omissions of District.

**7. Termination.**

This Agreement may be terminated by either party upon 60 days' prior written notice to the other party stating the extent and effective date of termination. Administrative Agent/CCEE shall have no obligation to provide funding for any expenses incurred by District, including for Services performed by Provider, after the effective date of termination.

**8. Notices.**

Any notice given to any Party under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties, at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE, and shall not be deemed effective until provided to both the Administrative Agent and CCEE.

<b><u>District</u></b>	<b><u>CCEE</u></b>	<b><u>Administrative Agent</u></b>
Sacramento City USD Attn: Lisa Allen Superintendent 5735 47 <sup>th</sup> Avenue Sacramento, CA 95824 Lisa-Allen@scusd.edu	California Collaborative for Educational Excellence Attn: Fiscal Coordinator 915 L Street, Suite 1430 Sacramento, CA 95814 ap_ccee@ccee-ca.org	Marin County Office of Education Attn: Iishwara RYaru 1111 Las Gallinas Avenue San Rafael, CA 94903 iryaru@marinschools.org

**9. District's Records.**

District agrees to maintain and make available to Administrative Agent/CCEE accurate books and records relative to all its activities under this Agreement. District shall permit Administrative Agent/CCEE to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. District shall maintain such data and records in an accessible location and condition for a period of not less than two years from the date of final payment under this Agreement.

**10. Conflict of Interest.**

District covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with its performance under this Agreement.

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. District represents that it is aware of no financial or economic interest of any CCEE Governing Board Member or employee of CCEE relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, Administrative Agent/CCEE may immediately terminate this Agreement by giving written notice to District. District shall comply with the terms of Government Code Section 87100 et seq. during the term of this Agreement. District shall comply with any applicable requirements of its Conflict of Interest Code, including the filing of a Form 700 Statement of Economic Interests.

**11. Nondiscrimination.**

Neither LEA, nor any officer, agent, employee, or subcontractor of LEA shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement. To the extent they shall be found to be applicable hereto, LEA and any officer, agent, employee, or subcontractor of LEA shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

**12. Compliance with Law.**

In the course of performing this Agreement, all Parties hereto shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

**13. Construction.**

The Parties acknowledge that each Party has reviewed this Agreement and agrees that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this Agreement or any amendments hereto; rather the Agreement shall be interpreted as if each Party contributed equally in the drafting and construction of all of the language and each of the terms herein.

**14. Entire Agreement/Amendment.**

This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual agreement of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

**15. Counterparts and Electronic Signatures.**

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof. This Agreement may be signed with electronic signatures. If one or more Parties choose to sign this Agreement with electronic signatures, such signatures will be obtained in compliance with the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.) and Government Code Section 16.5 pertaining to digital signatures.

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

**Administrative Agent**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title:           Ishwara Ryaru, Assistant Superintendent – CCEE Liaison          

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

**California Collaborative for Educational Excellence**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title:           Stephanie Gregson, Deputy Executive Director          

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

**Sacramento City Unified School District**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title:           Janea Marking, Chief Business & Operations Officer          

Address:           5735 47th Avenue, Sacramento, CA 95824          

City:           Sacramento           State: CA Zip Code: 95824

**EXHIBIT A**  
**SERVICES 2023-2024**

**Year 2: Detailed Description of Services**

**Service 1: Progress Report (1 day)**

**Target Date(s):** August/September 2023

**Participant Demographics:** school leadership and teacher teams

**Description of Service:**

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

**Service 2: PLC at Work Essential Resources**

A continuation of Year 1 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

**Service 3: Project Planning: Part I (1 day)**

**Target Date(s):** September 2023

**Participant Demographics:** school leadership team

A continuation of Year 1 services

**Service 4: RTI at Work Leaders Implementation Training (6 days)**

**Target Date(s):** September/October, December/January, and March/April

**Participant Demographics:** school leadership team

**Description of Service:**

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Deepen their understanding of essential concepts and attributes of the RTI at Work process
- Examine research-based best practices and standards regarding RTI at Work
- Acquire strategies and tools for designing, implementing, and evaluating their school's response to intervention process
- Design and execute a plan of action for implementing the RTI at Work process at their school
- Apply new learning to real work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

**Service 5: Project Planning Part II (1 day)**

**Target Date(s):** January/February 2024

**Participant Demographics:** school leadership team

A continuation of Year 1 services

**Service 6: Embedded Coaching (PLC at Work and Content Days) Target Date(s): 31 days** scheduled throughout the 2023-24 school year

**Participant Demographics:** school leadership and teacher teams

A continuation of Year 1 services

**EXHIBIT B**  
**PROFESSIONAL LEARNING COMMUNITIES AT WORK® AND PROJECT**  
**COMMITMENTS**

District and its school(s) designated for the Project, including participation in the PLC at Work process, agree to the following:

**Continuation of the Project may be contingent on adherence to these commitments.**

The intent of this project is to build sustainable PLCs at Work. For sustainable PLCs at Work to be built at the District and its school(s) requires a total commitment by the District and school administration and staff members to:

- Establish clear and consistent expectations and priorities;
- Practice gradual release of responsibility as the school team deepens their PLC at Work structures and creates plans to sustain the PLC at Work process after the Project has ended;
- Engage in ongoing, targeted professional development to deepen PLC at Work practices;
- Develop plans for continued teacher training and coaching after the Project has ended.
- Principals of each participating school attend the Principal Convening Meetings facilitated by CCEE

District and school-level administration are committing to the method of improvement through “leadership by doing.” Each year of the Project, the principal and other campus leaders will be involved in two half days of project planning with the assigned PLC at Work Associate from Provider and CCEE staff member. As a commitment to this Project, District administration must also participate in these two project planning days. Additionally, District administration is invited and strongly encouraged to attend any and all other coaching sessions. Specific individuals/positions at the District and school-level required to attend will be determined by CCEE and Provider, in collaboration with the District and identified school(s).

The identified school principal(s) will play a critical role in leading the work of the professional learning community. The principal(s) must therefore be an active participant(s) in the implementation of PLC at Work at their school. An active participant means:

- Communicating with both CCEE and the Provider contacts;
- Planning and coordinating meaningful job-embedded professional development;
- Actively participating as a learner in the Project.

Additionally, District and its identified school(s) make the following commitments:

**1. Establish a Guiding Coalition**

We will create a team of District and school site leaders to assist with guiding the process.

**2. Build Consensus for the PLC at Work process**

We will work to educate others and build consensus for the process.

**3. Complete the Foundation of the PLC Process**

We will work with the Guiding Coalition established under Commitment number 1 above, and others to create a mission and vision, write value statements, and construct goals that will support the implementation of the PLC at Work process.

**4. Create the Structures to Support a Professional Learning Community**

We will create teams and the structures necessary for implementing a PLC.

**5. Clarify the Work of Collaborative Teams**

We will provide support for assigned teams and assist with clarifying and supporting team products and processes.

**6. Respond to Student Learning**

We will support staff in creating a Response to Intervention for students who are struggling with learning and those who already know the content being taught.

**7. Shape the Culture of Your School**

We will shape the school culture on the Three Big Ideas of a PLC: (1) A Focus on Learning, (2) A Collaborative Culture with Collective Responsibility, and (3) A Results Orientation.

**EXHIBIT C**  
**FUNDING STRUCTURE FOR**  
**ANTICIPATED THREE YEARS OF THE PROJECT**

Sacramento City Unified School District (2 Schools: Elder Creek & Harkness)

	District Contribution	CCEE Contribution
Year 1	\$169,400	\$508,400
Year 2	\$329,175	\$329,175
Year 3	\$271,975	\$271,975
Total for 1 district	\$770,550	\$1,109,350



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**Lionakis**

**C.K. McClatchy High School Swimming Pool Upgrades  
Project**

**Dated: January 18, 2024**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Lionakis ("Architect") (collectively "Parties"), for the following project ("Project"):

Swimming Pool Upgrades at C.K. McClatchy High School, 3066 Freeport Boulevard, Sacramento, CA 95818.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: C.K. McClatchy High School Swimming Pool Upgrades project at 3066 Freeport Boulevard, Sacramento, CA 95818.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect and its Consultants shall provide Services for the Project (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered ("Stan0.222dard of Care"). All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:

- 24.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- 24.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
- 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
  - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
  - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
  - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
  - 2.7.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.
  - 2.7.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.
  - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
  - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
    - 2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
  - 2.7.1.9. Form DSA PR 13-02, Project Certification Process.

- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its professional skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions in its own Contract Documents and that of its Subconsultants, but shall have no responsibility for District hired consultants.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and

issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
  - 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.
  - 2.13.5. Soils investigation.
  - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**
  - 2.13.7. Topographic surveys of existing conditions
  - 2.13.8. State and Local agency fees.
  - 2.13.9. Testing and inspection

### **Article 3. Architect Staff**

3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Laura Knauss

Project Director: Brian Bell

Project Architect(s): Jennifer Quigley

Major Consultants:

Electrical/Data Eng: LP and Associates

Mechanical/Plumbing: Capital Engineering

Structural: Lionakis

Specifications: Lionakis

Civil: Warren Consulting Engineers

Pool Consultant: Aquatic Design Group

Cost Estimator: Cumming

Door Hardware: Opening Consultants

3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed

personnel shall be in "responsible charge" of persons who observe the construction.

**Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

**Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):
  - A fixed fee amount of **\$256,980.00**. The fee represents eight percent (8%) of the proposed construction value of \$1,856,000 million plus specialty consultant fees. At the completion of Bidding phase, a one-time fee reconciliation to a final, confirmed construction cost shall occur.
  - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$8,500**. All reimbursable expenses must be pre-approved by District.
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

#### **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications,

estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.

District may, at its discretion, provide the Architect time to cure its default or breach.

- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

## **Article 10. Indemnity/Architect Liability**

- 10.1. To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and members ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim(s)") to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of the Architect, its directors, officers, employees, subcontractors, consultants, or agents, arising out or, connected with, or resulting from the performance of the Services, the Project, of this Agreement.. Architect, to the furthest extent permitted by California law, also has the duty to defend the Indemnified Parties from Claim(s) at Architect's own expense, including attorneys' fees and costs, however, in no event shall the cost to defend charged to the Architect exceed the Architect's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. If a Claim arises out of, or relates in any way to the Services provided under this Agreement, upon the District's or the Architect's request, the District and the Architect agree to undertake good faith measures to allow the Architect to assist the District in resolving the dispute or litigation. The Architect's assistance, described as "Mandatory Assistance" in Exhibit A, Section B.8, shall be provided at Architect's own expense and excluded from any reimbursement calculation. At the commencement of the Mandatory Assistance Phase, District and Architect shall also negotiate in good faith as to the scope and extent of further assistance, including consideration of a joint defense agreement if appropriate. During the Mandatory Assistance Phase, each Party shall be responsible for their own attorneys' fees and costs incurred; however, each Party reserves its rights pursuant to Civil Code section 2782.8.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim as defined in Article 10.1. These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.
- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until such Claim(s) are barred by the applicable statute of

limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

## **Article 11. Fingerprinting**

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

## **Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to

asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

- 12.4. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's services.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

**Article 14. Nondiscrimination**

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**Article 15. Insurance**

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

**Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 20. Alternative Dispute Resolution**

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

## **Article 21. Tolling of Claims**

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

## **Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

### **Article 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

### **Article 24. Employment Status**

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 25. Certificate of Architect**

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

**Article 26. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

**Article 27. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Chris Ralston, Director III, Facilities  
EMAIL: chris-ralston@scusd.edu

**Architect:**

Lionakis  
2025 19<sup>th</sup> Street  
Sacramento, CA 95818  
ATTN: Laura Knauss, Principal  
EMAIL:  
laura.knauss@lionakis.com

*With a Copy to:*

Dannis Woliver Kelley  
200 California Street #400  
San Francisco, CA 94111  
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect’s good faith efforts to meet these goals.

**Article 29. District’s Right to Audit**

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to

retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

### **Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to fifty percent (50%) of the actual tax benefit derived by the Architect or its shareholders, after deducting associated tax consulting fees based on the Project per Internal Revenue Code section 179D (the Energy Efficient Commercial Buildings deduction).

**Article 31.**           **Exhibits "A" through "E"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Date: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Title: Janea Marking, Chief Business Officer

**LIONAKIS ARCHITECTS**

Date: January 9, 2024

By:  \_\_\_\_\_

Title: Laura Knauss, Principal

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

#### SCOPE OF PROJECT

Project Name: C.K. McClatchy High School Swimming Pool Upgrades Project.

Construction Cost Budget: \$1,856,000 (Construction budget)

#### BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. As-builts;
  - b. Physical characteristics;
  - c. Legal limitations and utility locations for the Project site(s);
  - d. Written legal description(s) of the Project site(s);
  - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

## C. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
  - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

## 5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
  - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - (iii) Schematic piping.
  - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
  - (B) Main panels.
  - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**7. Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

**8. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

**9. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### **10. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;  
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

#### **11. Presentation**

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **D. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

### **1. Construction Documents – 100% / Completion Stage:**

#### **a. Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

#### **b. Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

#### **c. Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

- (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

**h. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;

- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**2. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**3. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a monthly basis.

## **E. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Architect Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

## **F. CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in

the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

#### 12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

#### 13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **G. CLOSE OUT PHASE**

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Architect shall review and prepare a package of all warranty and O&M documentation.
  - h. Architect shall organize electronic files, plans and prepare an electronic Project binder.
  - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Punch list; and
  - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.
4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as needed.

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	\$265
Associate Principal:	\$250
Senior Associate	\$240
Associate	\$230
Project Manager:	\$200
Designer:	\$140-\$160
Architect:	\$175-\$200
Contract Administrator:	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
  - 1. The following items are approved for mark-up:
    - a. Sub-consultant Invoices.
  - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect shall complete Services required under the Schematic Design/Design Development Phase within approximately **45 calendar days** after receipt of a written authorization from District to proceed.
- C. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
  - 1. 100% Submittal Package **95 calendar days**  
(March 29, 2024)
  - 2. Final Contract Documents after Final Back-Check Stage Anticipated approval date: May 2024
- D. The durations stated above include the review periods of **7 calendar days** required by the District.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Schematic Design Phase	<u>25%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	10%
Bidding Phase	<u>5%</u>
Construction Contract Administration Phase	<u>25%</u>
Close Out Phase	<u>5%</u>
<b>TOTAL BASE COMPENSATION</b>	<b><u>100%</u></b>

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$8,500.

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**b. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**c. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**d. For Construction Contract Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**e. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
  2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
  3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
  8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise

indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT





**Agreement for Construction Management Services**

**between**

**Sacramento City Unified School District**

**and**

**Innovative Construction Services**

**Fern Bacon Modernization and  
New Construction Project**

**Dated: January 18, 2024**

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**EXHIBITS "A" – "E"**

## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Innovative Construction Services Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Fern Bacon Modernization and New Construction Project.

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
  - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
  - 1.1.4 **Board:** The District's Governing Board.
  - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
  - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents (“CCD”):** The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor:** One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team:** The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR:** California Department of Industrial Relations.
- 1.1.14 **District:** The Sacramento City Unified School District.
- 1.1.15 **District’s Representative:** The individual identified herein that is authorized to act on the District’s behalf with respect to the Project. The initial District’s Representative shall be Chris Ralston, Director III of Facilities. District may change the District’s Representative by notice as set forth herein.
- 1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in CM’s fee.
- 1.1.18 **Fee:** The CM’s Fee is defined in Article 7 and payable as set forth in **Exhibit “D.”**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

**ARTICLE 2. Term**

- 2.1 **Term:** This Agreement shall become effective upon final execution, and except as otherwise provided herein, will continue in effect until July 31, 2028.

**ARTICLE 3. Scope, Responsibilities and Services of CM**

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 4. CM Staff**

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
  - Construction Manager during construction: Isaac White
  - Project Engineer: Jacob Rizam
  - Schedule Reviewer: Ed Hight
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
  - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

**ARTICLE 5. Schedule of Work**

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit**

**"C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

**ARTICLE 6. Construction Cost Budget**

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
  - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
  - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
  - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.
  - 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the

Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.

- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
- 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
  - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
  - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**ARTICLE 7. Fee and Method of Payment for Basic Services**

- 7.1 District shall pay CM an amount not to exceed **Two Million Two Hundred Seventy-Five Thousand Dollars (\$2,275,000)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

**ARTICLE 8. Payment for Extra Services**

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written

authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

#### **ARTICLE 9. Ownership of Data**

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

#### **ARTICLE 10. Termination of Contract**

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.
- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

## **ARTICLE 11. Indemnity**

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“the Indemnified Parties”) from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity (“Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM’s own expense, including attorneys’ fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM’s obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM’s obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

**ARTICLE 12. Conduct on Project Site and Fingerprinting**

- 12.1 Unacceptable and/or loud language will not be tolerated. “Cat calls” or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District’s property. No students, staff, visitors or contractors are to use drugs on District’s property.
- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM’s responsibility shall extend to all employees,

agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).

- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

**ARTICLE 13. Responsibilities of the District**

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 14. Liability of District**

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in

connection with this Agreement for the services performed in connection with this Agreement.

- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

**ARTICLE 15. Insurance**

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
  - 15.2.1 **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 15.2.2 **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence.

- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for one million dollars (\$1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
- 15.4.1 The District can accept the higher deductible;
- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
- 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
- 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
- 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the CM's insurance and shall not contribute with it.
- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement.

CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

## **ARTICLE 16. Nondiscrimination**

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

## **ARTICLE 17. Covenant Against Contingent Fees**

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 18. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 19. Non-Assignment of Agreement**

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 20. Law, Venue**

- 20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 21. Alternative Dispute Resolution**

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of

Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

**ARTICLE 22. Tolling of Claims**

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

**ARTICLE 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 24. Employment Status**

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.
- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**ARTICLE 25. Warranty of CM**

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.
- 25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

**ARTICLE 26. Cost Disclosure - Documents and Written Reports**

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 27. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens, Contracts

**CM:**

Innovative Construction Services, Inc.  
5433 El Camino Ave Ste 2  
Carmichael, CA 95608  
ATTN: Meredith Collins

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 28. [RESERVED]**

**ARTICLE 29. District's Right to Audit**

- 29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and

documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.

- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

**ARTICLE 30. Other Provisions**

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of the District.
- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.

30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

**ARTICLE 31. Exhibits.**

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**INNOVATIVE CONSTRUCTION SERVICES, INC**

By: \_\_\_\_\_  
Janea Marking  
Chief Business Officer

By:  \_\_\_\_\_  
Meredith Collins  
CFO

Date: \_\_\_\_\_

Date:  \_\_\_\_\_

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.38.4. Historical significance report.
  - 1.38.5. Soils investigation.
  - 1.38.6. Geotechnical hazard report.
  - 1.38.7. Topographic survey, including utility locating services.

## 2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

### 3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING PHASE**

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
  - 6.24.1 Notify the District of any non-conforming work observed by the CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. PROJECT CLOSEOUT**

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

#### **Format and Content of Invoices**

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

**Hourly Rates for Extra Services**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<u>Job Title</u>	<u>Hourly Rate</u>
Project Director	\$160
Construction Manager	\$140
Project Manager	\$145
Sr. Project Manager	\$150
Estimator	\$135
Asst Construction Manager	\$95
Asst Project Manager	\$115
Scheduler	\$140
Contract Administrator	\$85

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**

**SCHEDULE OF WORK**

[To be completed/inserted]

ID	Task Name	Duration	Start	Finish	2024												2025												2026												2027												2028											
1	<b>Fern Bacon Modernization &amp; New Construction</b>	<b>1251 days?</b>	<b>Mon 9/25/23</b>	<b>Mon 7/10/28</b>	[Gantt bar from Sep 2023 to Jul 2028]																																																											
2	<b>Project Kick-off &amp; Confirmation of Scope</b>	4 mons	Mon 9/25/23	Fri 1/12/24	[Gantt bar]																																																											
3	<b>Design - To be finalized with Design Team</b>	<b>320 days</b>	<b>Mon 1/22/24</b>	<b>Fri 4/11/25</b>	[Gantt bar]																																																											
4	SDs	3 mons	Mon 1/22/24	Fri 4/12/24	[Gantt bar]																																																											
5	DDs	3 mons	Mon 4/15/24	Fri 7/5/24	[Gantt bar]																																																											
6	50% CDs	2.5 mons	Mon 7/8/24	Fri 9/13/24	[Gantt bar]																																																											
7	100% CDs	2.5 mons	Mon 9/16/24	Fri 11/22/24	[Gantt bar]																																																											
8	DSA Submittal, Review, Approval	5 mons	Mon 11/25/24	Fri 4/11/25	[Gantt bar]																																																											
9	<b>LLB Entity Selection/RFP TBD</b>				[Milestone]																																																											
22	<b>Award of Pre-construction TBD</b>				[Milestone]																																																											
26	<b>LLB Estimates - TBD</b>				[Milestone]																																																											
29	<b>TBR Development - SAMPLE</b>				[Milestone]																																																											
39	<b>Construction</b>	<b>800 days</b>	<b>Mon 6/16/25</b>	<b>Fri 7/7/28</b>	[Gantt bar]																																																											
40	Construction	26 mons	Mon 6/16/25	Fri 6/11/27	[Gantt bar]																																																											
41	Punchlist Complete & Project Acceptance	2 mons	Mon 6/14/27	Fri 8/6/27	[Gantt bar]																																																											
42	Post-construction	12 mons	Mon 8/9/27	Fri 7/7/28	[Gantt bar]																																																											

Fern Bacon Mod & New Const ICS Schedule 11-10-2023	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 478 between the Sacramento City Unified School District ("District") and Innovative Construction Services, Inc. ("CM") for construction management services for the Fern Bacon Modernization and New Construction Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Isaac White

Title: CM

**NOTE:** If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: Janea Marking, CBO

District Representative's Signature: \_\_\_\_\_

CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

**INNOVATIVE CONSTRUCTION SERVICES, INC.**

By:   
Meredith Collins

CFO

Date: 12/18/2023



**Agreement for Architectural Services**

**between**

**Sacramento City Unified School District**

**and**

**California Design West Architects**

**New Joseph Bonnheim Playground Renewal Project**

**Dated: January 18, 2024**

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## **AGREEMENT FOR ARCHITECTURAL SERVICES**

This Agreement for Architectural Services is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and California Design West Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Campus Renewal project located at New Joseph Bonnheim School at 7300 Marin Avenue,  
Sacramento CA 95820

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
  - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Sacramento City Unified School District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.15. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: District’s New Joseph Bonnheim School Playground Renewal Project at 7300 Marin Avenue, Sacramento CA 95820.
- 1.1.17. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.4.1. Architect shall provide the design for the Project, without limitation:
- 241.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins,

curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

27.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

27.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

27.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

27.1.4. DSA PR 07-01: Pre-Check Approval Process.

27.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

27.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

27.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

27.1.8. Form DSA PR 13-01, Construction Oversight Process.

27.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

27.1.9. Form DSA PR 13-02, Project Certification Process.

2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the

Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
  - 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.
  - 2.13.5. Soils investigation.
  - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

**Article 3. Architect Staff**

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: Mitchell A. McAllister  
Project Director: Shane Trump  
Project Architect(s): Shane Trump  
Project Manager(s): Anne Perkins

Major Consultants:

Civil: Warren Consulting Engineers

Landscape: MTW Group

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

**Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

## **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
  - 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or

- 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

A fixed fee amount of **One Hundred Sixty-Four Thousand One Hundred Thirty-Four and 80/100 Dollars (\$164,134.80)**. The fee represents eight percent (8%) of the proposed construction value of \$2,051,685 million.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at a multiple of 1.10% the expenses incurred. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed **\$8,206.74**. All reimbursable expenses must be pre-approved by District.

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as the District.

#### **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
  - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## **Article 9. Termination of Contract**

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of

the Parties arising out of any transaction occurring prior to the effective date of such termination.

- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

#### **Article 10. Indemnity/Architect Liability**

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

#### **Article 11. Fingerprinting**

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

#### **Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

**Article 14. Nondiscrimination**

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246;

and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**Article 15. Insurance**

15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

**Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written

consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

**Article 19. Law, Venue**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 20. Alternative Dispute Resolution**

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

**Article 21. Tolling of Claims**

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or

subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

**Article 22. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**Article 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Article 24. Employment Status**

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of

collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 25. Certificate of Architect**

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects (“Prevailing Wage Laws”). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants’ professional services to be provided under this Agreement.

**Article 26. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

**Article 27. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens  
EMAIL: tina-alvarez-bevens@scusd.edu

**Architect:**

CA Design West Architects  
2100 19<sup>th</sup> Street  
Sacramento CA 95818  
ATTN: Mitch McAllister  
EMAIL: aperkins@ca-dw.com

*With a Copy to:*

Dannis Woliver Kelley  
200 California Street #400  
San Francisco, CA 94111  
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. RESERVED**

**Article 29. District’s Right to Audit**

29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such

retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

### **Article 30. Other Provisions**

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

**Article 31.**

**Exhibits "A" through "E"** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

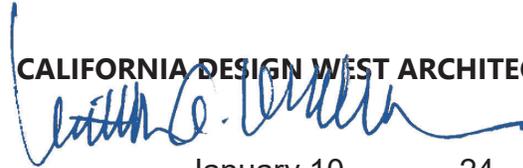
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Date: \_\_\_\_\_, 20\_\_\_\_

By: Janea Marking

Title: Chief Business and Operations Officer

**CALIFORNIA DESIGN WEST ARCHITECTS**



Date: January 10, 2024

By: Mitch McAllister

Title: President

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

#### SCOPE OF PROJECT

Project Name: New Joseph Bonnheim Playground Renewal

Construction Cost Budget: \$2,051,685

#### BASIC SERVICES

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. As-builts;
  - b. Physical characteristics;
  - c. Legal limitations and utility locations for the Project site(s);
  - d. Written legal description(s) of the Project site(s);
  - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the

dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## **C. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2. Development of Architectural Program**

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

### 3. **Construction Cost Budget**

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
  - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

**4. Presentation**

*If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.*

**5. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

**6. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **D. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
  - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
  - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

## 5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
  - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - (iii) Schematic piping.
  - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
  - (i) Single line drawing(s) showing major distribution system.
  - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
  - (B) Main panels.
  - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
  - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

## 8. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

## 9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### **10. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating changes made to the Architectural Program and Schedule;  
and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

#### **11. Presentation**

- a. Architect shall present and review with the District the detailed Schematic Design.

- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## 12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **E. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of services:

### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. **Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

## 3. **Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
  - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## **8. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## **9. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

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## **F. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

### **1. Construction Documents ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

d. **Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System (“EMS”).

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

**h. Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) working drawings;
- (ii) Specifications;
- (iii) statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

- (iv) statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

b. **Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. **Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

d. **Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. **Civil**

All site plans, site utilities, parking and roadway systems completed.

f. **Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

(B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.

(iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

**h. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

(i) Working drawings;

(ii) Specifications;

(iii) Engineering calculations;

(iv) Construction Cost Budgets;

(v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**3. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**4. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

## **G. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

## **H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Contract Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.

- h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

- a. Architect shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Architect shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

- c. Architect's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

9. **O&M Manuals and Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. **Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **I. CLOSE OUT PHASE**

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Architect shall review and prepare a package of all warranty and O&M documentation.
  - h. Architect shall organize electronic files, plans and prepare a Project binder.
  - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Punch list; and
  - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

### **4. Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops minimally on a bi-weekly basis.

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal Architect:	\$200
Project Architect:	\$180
Program Manager:	\$130

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
  - 1. The following items are approved for mark-up:
    - a. Sub-consultant Invoices.
  - 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Architect acknowledges that the District requires Architect’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **7 calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within **21 calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within **42 calendar days** after receipt of a written authorization from District to proceed.
- E. Architect shall complete Services required under Construction Documents Phase within **60 calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
  - 1. 50% Submittal Package **28 calendar days**
  - 2. 100% Submittal Package **32 calendar days**
  - 3. Final Contract Documents after Final Back-Check Stage **7 calendar days**
- F. The durations stated above include the review periods of **7 calendar days** required by the District.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
<b>TOTAL BASE COMPENSATION</b>	<b>100%</b>

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

**b. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**c. For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**d. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**e. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**f. For Construction Contract Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**g. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits. Umbrella or Excess Liability policies are acceptable where the need for higher liability limits is noted and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and other liability coverage (except Professional Liability) designated under this Section B – Insurance Requirements." Minimum Scope of Insurance:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
  4. **Employers' Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employers' Liability policy with minimum liability coverage of two million dollars (\$2,000,000) per occurrence.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two Million Dollars (\$2,000,000) aggregate limit subject to no more than two hundred thousand dollars (\$200,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

- D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds two hundred thousand dollars (\$200,000). At the option of the District, either:
1. The District can accept the higher deductible;
  2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
  3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  7. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.

8. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A: VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A: VII. At the option of the District, the District may either:
1. Accept the lower rating; or
  2. Require Architect to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
  2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.
- H. **Copy of Insurance Policy(ies):** Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT





**Agreement for Construction Management Services**

**between**

**Sacramento City Unified School District**

**and**

**Kitchell/CEM, Inc.**

**Bowling Green**

**Modernization / New Construction Project**

**Dated: January 18, 2024**

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**EXHIBITS "A" – "E"**

## AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of January 18, 2024, between the Sacramento City Unified School District, a California public school district ("District"), and Kitchell/CEM, Inc. ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Bowling Green School Modernization/New Construction Project located at 4211 Turnbridge Drive, Sacramento CA 95823

See **Exhibit "A"** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### ARTICLE 1. Definitions

- 1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2 **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).
  - 1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor on a Conforming Set.
  - 1.1.4 **Board:** The District's Governing Board.
  - 1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.
  - 1.1.6 **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

- 1.1.7 **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8 **Construction Cost Budget**: The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, the CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of the District.
- 1.1.9 **Construction Manager**: The entity listed in the first paragraph of this Agreement.
- 1.1.10 **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the CM.
- 1.1.11 **Contractor**: One or more licensed and registered contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.12 **Design Team**: The Architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.
- 1.1.13 **DIR**: California Department of Industrial Relations.
- 1.1.14 **District**: The Sacramento City Unified School District.
- 1.1.15 **District’s Representative**: The individual identified herein that is authorized to act on the District’s behalf with respect to the Project. The initial District’s Representative shall be Chris Ralston, Director III of Facilities. District may change the District’s Representative by notice as set forth herein.
- 1.1.16 **DSA**: Division of the State Architect in the California Department of General Services.
- 1.1.17 **Extra Services**: District-authorized Services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in CM’s fee.
- 1.1.18 **Fee**: The CM’s Fee is defined in Article 7 and payable as set forth in **Exhibit “D.”**

- 1.1.19 **Program Manager:** Any program manager hired to perform program management services for the District, including all Consultant(s) to the Program Manager.
- 1.1.20 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to insure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.
- 1.1.21 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.22 **Service(s):** All labor, materials, supervision, services, tasks, and work that the CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

**ARTICLE 2. Term**

- 2.1 **Term:** This Agreement shall become effective on November 30, 2023, and, except as otherwise provided herein, will continue in effect until December 31, 2027.

**ARTICLE 3. Scope, Responsibilities and Services of CM**

- 3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit "A"** for the Project.
- 3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. The District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve the CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.
- 3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, the Project Inspector, and the Program Manager.

- 3.4 **Other Consultants:** If the CM employs sub-consultant(s), the CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.
- 3.5 **CM's as District Representative:** CM will act as the District's agent to render the Services and furnish the work as described in **Exhibit "A,"** commencing with the receipt of a written Notice to Proceed signed by the District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit "C."** During the Project's Construction Phase, the District may require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 3.6 **Review of General Obligation Bond Program Report and District's Facilities Master Plan:** CM will review the District's Facilities Master Plan for the District and other written materials the District makes available by the District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.
- 3.7 **Review of Measure H:** CM will review Measure H and other written materials made available by the District to CM that relate to Measure H to fully understand the extent of funding available to implement the District's Master Facilities Plan for the District, the anticipated schedule for issuance of Bonds under Measure H relative to the anticipated design, bidding and construction of projects.
- 3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Project and/or supplement the Construction Budget based upon availability of additional funds, Construction Manager agrees to perform the additional scope of work under the fee and cost terms of this Agreement.
- 3.9 **Conflicts of Interest Prohibited:**
- 3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of the District, and no one who has been a District official or employee of the District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.
- 3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with any project covered by this Agreement: Design

Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to the District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

**ARTICLE 4. CM Staff**

- 4.1 The District selected CM to perform the Services because of the CM's skills and expertise of key personnel.
- 4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:
  - Project Director: Dan Porter
  - Sr. Project Manager: Ryan Wade
  - Project Eng II: Andrew Lai
  - Field Eng/Project Eng II: Jo Ward/Monica Witte
  - Scheduler: Rick Stassi
- 4.3 CM shall not change any of the key personnel listed above without the District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.
- 4.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon the District's written notice, the CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to the District.
  - 4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.
- 4.5 CM represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

**ARTICLE 5. Schedule of Work**

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit "A"** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

**ARTICLE 6. Construction Cost Budget**

- 6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and the District throughout the design process and construction.
- 6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.
- 6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. CM shall notify the District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.
- 6.4 Evaluations of the District's Construction Budget, and CM's preliminary and detailed cost estimates, represent the CM's best judgment as a professional familiar with the construction industry.
- 6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 6.6 The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:
  - 6.6.1 Give CM written approval of an agreed adjustment to the Construction Cost Budget.
  - 6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to the District (exclusive of District and other agencies' review time).
  - 6.6.3 Terminate this Agreement if the Project is abandoned by the District without further obligation by either party.

- 6.6.4 Within three (3) months of receipt of bids, instruct Design Team to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to the District.
- 6.7 If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 6.6 above:
  - 6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or
  - 6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or
  - 6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the Sacramento Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

**ARTICLE 7. Fee and Method of Payment for Basic Services**

- 7.1 District shall pay CM an amount not to exceed **Two Million One Hundred Twenty-Nine Thousand Four Hundred Three Dollars (\$2,129,403)** for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit "D."**
- 7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit "D."**
- 7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit "D."**
- 7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).
- 7.5 The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit "D,"** including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit "A."**

**ARTICLE 8. Payment for Extra Services**

- 8.1 Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** at the rates set forth in **Exhibit "D"** only upon certification of the District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.
- 8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving the District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.
- 8.3 If CM performs any Extra Services without the District's authorized representative's prior written authorization, the District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by the District as described in **Exhibit "B"** for Extra Services the District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives CM's written confirmation of the request.

**ARTICLE 9. Ownership of Data**

- 9.1 All of CM's work product prepared or generated in connection with this Agreement is the District's property.
- 9.2 Upon the District's request, the CM shall make available to the District all work product completed or in progress at the time of such a request.
- 9.3 After Project completion or, if the District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of the District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.
- 9.4 All Project records are District property, whether or not those records are in the CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

## ARTICLE 10.

### Termination of Contract

- 10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that the District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to the District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of CM's actions, errors, or omissions.
- 10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.
- 10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to the District.
- 10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, the District determines that CM's Services should be terminated, the CM, upon the District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by the District. The District shall pay CM only the fee

associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

- 10.7 Project Suspension: If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

## **ARTICLE 11. Indemnity**

- 11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") to the extent caused by the negligence, recklessness, or willful misconduct of the CM, its officers, employees, subcontractors, consultants, or agents, excluding without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.
- 11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM.

## **ARTICLE 12. Conduct on Project Site and Fingerprinting**

- 12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.
- 12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

- 12.3 Pursuant to Education Code section 45125.2, the District has determined on the basis of the scope of Services in this Agreement that CM and its subcontractors and employees will have only limited contact with pupils. CM will promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited. Should there be more than limited contact, CM shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. CM shall not permit any employee to have any contact with District pupils until such time as the CM has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. CM's responsibility shall extend to all employees, agents, and employees or agents of its Consultants regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as CM's independent contractors. CM shall provide to District verification of compliance with this section by submitting an executed Criminal Background Investigation Certification (**Exhibit "E"**).
- 12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19, including but not limited to the CDPH's State Public Health Officer Orders.

**ARTICLE 13. Responsibilities of the District**

- 13.1 The District shall examine the documents submitted by the CM and shall render decisions so as to avoid unreasonable delay in the process of the CM's Services.
- 13.2 The District shall provide to the CM as complete information as is available to District regarding the District's Project requirements.
- 13.3 The District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between the District and design professional(s).
- 13.4 Unless the contract documents require that Contractor provide any of the following, the District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.
- 13.5 The District, its representatives, and consultants shall communicate with the Contractor either directly or through the CM.
- 13.6 The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's Project representative shall be available during working hours and as

District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

**ARTICLE 14. Liability of District**

- 14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District or CM be liable to the other, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.
- 14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.
- 14.4 CM hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on the District's behalf.

**ARTICLE 15. Insurance**

- 15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District, subject to its sole discretion, as a material breach of contract.
- 15.2 **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- 15.2.2 **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per occurrence.
- 15.2.3 **Workers' Compensation.** Statutory limits required by the State of California. For all of the CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.4 **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease. For all of the CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars (\$2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.2.5 **Professional Liability.** This insurance shall cover the CM and its sub-consultant(s), if any, for two million dollars (\$2,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 15.3 The District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.
- 15.4 **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars (\$25,000) must be declared to and approved by the District. At the option of the District, either:
  - 15.4.1 The District can accept the higher deductible;

- 15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.5 **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
  - 15.5.2 The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the CM; Instruments of Service and completed operations of the CM; premises owned, occupied or used by the CM; or automobiles owned, leased, hired or borrowed by the CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
  - 15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.
  - 15.5.5 The CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  - 15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds

shall be in excess of the CM's insurance and shall not contribute with it.

- 15.5.8 Construction Manager shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
- 15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- 15.6 **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
  - 15.6.1 Accept the lower rating; or
  - 15.6.2 Require CM to procure insurance from another insurer.
- 15.7 **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish the District with:
  - 15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;
  - 15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
- 15.8 **Copy of Insurance Policy(ies):** Upon the District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

**ARTICLE 16. Nondiscrimination**

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

**ARTICLE 17. Covenant Against Contingent Fees**

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CM, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**ARTICLE 18. Entire Agreement/Modification**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

**ARTICLE 19. Non-Assignment of Agreement**

This Agreement is intended to secure the CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without the District's prior written consent. Any assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

**ARTICLE 20. Law, Venue**

20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20.2 To the fullest extent permitted by California law, Sacramento County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 21. Alternative Dispute Resolution**

- 21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 21.3 Notwithstanding any disputes, claims or other disagreements between the CM and the District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

**ARTICLE 22. Tolling of Claims**

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

**ARTICLE 23. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 24. Employment Status**

- 24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group

plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

- 24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).
- 24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.
- 24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**ARTICLE 25.      Warranty of CM**

- 25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Sacramento County.
- 25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

**ARTICLE 26. Cost Disclosure - Documents and Written Reports**

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars (\$5,000).

**ARTICLE 27. Communications / Notice**

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

**District:**

Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824  
ATTN: Tina Alvarez Bevens

**CM:**

Kitchell/CEM Inc.  
2450 Venture Oaks Way, Ste 500  
Sacramento CA 95833  
ATTN: Jeff Dees/Dan Porter

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice is given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**ARTICLE 28. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, CM, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating CM's good faith efforts to meet these goals.

**ARTICLE 29. District's Right to Audit**

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit the CM's compliance with the provisions of this Agreement ("District's Right"). The

District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2 The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.
- 29.3 If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to the District.
- 29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6 CM shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of CM's Project-related records and information.

**ARTICLE 30. Other Provisions**

- 30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or the District may withhold those costs from amounts due or to become due to CM.
- 30.2 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to the District in accordance with this Agreement for all damages to the District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of the CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for

California public school districts at or around the same time and in or around the same geographic area of the District.

- 30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- 30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

**ARTICLE 31. Exhibits.**

Exhibits "A" through "E" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT      KITCHELL/CEM INC.**

By: \_\_\_\_\_  
Janea Marking  
Chief Business & Operations Officer

By: \_\_\_\_\_  
Don Haase  
President

Date: \_\_\_\_\_

Date: 1/4/2024

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANGER**

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## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Monitor and advise the District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software.
- 1.3. Be the focal point of all communication to and from construction Contractor(s).
- 1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to the District reflecting this information.
- 1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.
- 1.7. CM shall work cooperatively with the Design Team and the District to:
  - 1.7.1. Define and schedule the Project.
  - 1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contractor and consultant procurement, construction materials, building systems, and equipment.
- 1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.
- 1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

- 1.10. Interface with the Contractor and all subcontractors during construction to ensure that the District is provided with an acceptable Project and the best value for taxpayer dollars.
- 1.11. Advise the District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.
- 1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the CM under terms of this Agreement.
- 1.13. Cooperate with the District, Board, and other professionals employed by the District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.
- 1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite the District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.
- 1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:
  - 1.15.1. Provides sufficient time for prequalification, and if necessary the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;
  - 1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;
  - 1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and
  - 1.15.4. Takes into account the District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).
- 1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.
- 1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions,

questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

- 1.18. Coordinate transmittal of documents to regulatory agencies for review and advise the District of potential problems in completion of such reviews.
- 1.19. Prepare a bidders list for each bid package for approval by the District.
- 1.20. Assistance with administration of the prequalification process;
- 1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;
- 1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);
- 1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;
- 1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;
- 1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;
- 1.26. Interviewing possible bidders, references, bonding agents and financial institutions;
- 1.27. Preparing recommendations for the District for pre-qualification of prospective bidders;
- 1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;
- 1.29. Assisting with resolution of any appeals;
- 1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and
- 1.31. Preparation of agenda items for Board approval.
- 1.32. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

- 1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:
  - 1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;
  - 1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and
  - 1.34.3. Reporting any suspected public works violations to the Labor Commissioner.
- 1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to the District on a monthly basis, or as reasonably requested by District. CM shall afford the District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to the District.
- 1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to the District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.
- 1.37. Provide and maintain a management presence on the Project site.
- 1.38. CM is **NOT** responsible for:
  - 1.38.1. Ground contamination or hazardous material analysis.
  - 1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by the District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.
  - 1.38.4. Historical significance report.
  - 1.38.5. Soils investigation.
  - 1.38.6. Geotechnical hazard report.
  - 1.38.7. Topographic survey, including utility locating services.

## 2. GENERAL PROJECT SERVICES

- 2.1 **General:** Monitor and advise the District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and budget status. The CM shall be

the focal point of all communication to and from construction Contractor and shall be copied on all communications between the District and its Design Team.

- 2.2 **Scheduling:** Track and report on schedule status for Project. The CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to the District and Program Manager.
- 2.3 **Cost Controls:** Implement methods to track construction expenditures on the Project using methods developed by Program Manager. The CM shall generate monthly reports to the District reflecting this information.

### 3. PRECONSTRUCTION PHASE

- 3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to the District and Design Team shall be through the CM. The CM shall receive simultaneous copies of all written communications from the District or the Design Team to the construction Contractor.
- 3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by the District. Advise the District regarding owner-supplied equipment and other potential cost-saving measures.
- 3.3 To the extent requested by District or Program Manager, assist the District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.
- 3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by the District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.
- 3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.
- 3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to the District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

- 3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.
- 3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including the District, Design Team, and construction Contractor.
- 3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.
- 3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with the District's design guidelines and design professional(s). The CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The CM shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
- 3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The CM shall also make recommendations to the District with respect to constructability, construction cost, sequence of construction, and construction duration.
- 3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by the District, in coordination with design professional(s) and advise and consult with the District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.
- 3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.
- 3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for the District regarding the schedule for the Project.
- 3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.

- 3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.
- 3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.
- 3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.
- 3.19 Review and tailor the District's front end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

#### **4. PRE-BID PHASE**

- 4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.
- 4.2 In consultation with the District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for the District's approval, and/or assist in the development of documents necessary for the bidding phase.
- 4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

#### **5. BIDDING PHASE**

- 5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.
- 5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding

documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

- 5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.
- 5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise the District on compliance of bidders with District requirements and bid requirements. Report and recommend to the District after review and evaluation. Make recommendations to the District for prequalification of bidders and award of contracts or rejection of bids.
- 5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.
- 5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.
- 5.7 Conduct pre-award conferences with successful bidders.
- 5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.
- 5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

## **6. CONSTRUCTION PHASE**

- 6.1 Administer the construction Contract.
- 6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to the District.
- 6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with the District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.
- 6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.
- 6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of the District. The CM expressly

agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

- 6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve the District's objectives in relation to cost, time and quality.
- 6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction Contractor, and Design Team.
- 6.8 Establish and implement team communication procedures.
- 6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. The CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, the CM will take appropriate measures to secure compliance, subject to District approval.
- 6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.
- 6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.
- 6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when Contractor fails to fulfill contractual requirements.
- 6.13 The CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The CM shall provide to the design professional(s) and the District copies of these authorizations.
- 6.14 Evaluate and process payment applications and verify progress.
- 6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

- 6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.
- 6.17 Record the progress of the Project by a log.
- 6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to CM.
- 6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by the District.
- 6.20 Evaluate and process change order requests. Make recommendations to the District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 6.21 Assist the District in coordinating the services of special consultants and testing laboratories on the Project.
- 6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to the District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.
- 6.23 To guard District against defects in the work of the construction Contractor, the CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:
  - 6.23.1 Accepted industry standards;
  - 6.23.2 Applicable laws, rules, or ordinances; and
  - 6.23.3 The design documents and contract documents.
- 6.24 Where the work of a construction Contractor does not conform as set forth above, the CM shall, with the input of Design Team:
  - 6.24.1 Notify the District of any non-conforming work observed by the CM;
  - 6.24.2 Reject the non-conforming work; and
  - 6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.
- 6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other submittals, based, in part, on

information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

- 6.26 Implement procedures, in collaboration with the District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.
- 6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.
- 6.29 Coordinate, assist, and support Architect during construction administration phase as required.
- 6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.
- 6.31 Coordinate the move into the Projects.
- 6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").
- 6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.
- 6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

## **7. PROJECT COMPLETION**

- 7.1 The CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure the District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.
- 7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction

Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

- 7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.
- 7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify the District of final completion.
- 7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- 7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.
- 7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.
- 7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.
- 7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.
- 7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.
- 7.11 CM shall prepare final accounting reports.

## **8. FINAL DOCUMENTS**

The Construction Manager shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to the District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

## **9. WARRANTY**

The Construction Manager shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven

(11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. PROJECT CLOSEOUT**

To the extent requested by District or Program Manager, the Construction Manager shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, or the District's schedule.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of the District's consultants.
4. Seeking variances or changes to agency guidelines on behalf of the District when so directed by the District.
5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where the CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.
6. Performing technical inspection and testing.
7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

**Format and Content of Invoices**

CM acknowledges that the District requires CM's invoices to include detailed explanations of the Services performed. For example, a six hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

**Hourly Rates for Extra Services**

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Project Director	\$215
Sr. Project Manager	\$195
Project Mgr II/CM	\$160
Field Engineer/Project Engineer II	\$105

Estimator Manager	\$195
Estimator	\$140
Scheduler	\$160

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

**EXHIBIT "C"**

**SCHEDULE OF WORK**

[To be completed/inserted]

**Sacramento City Unified School District -**  
**Bowling Green Elementary New Construction**

Schedule / Phase	2023												2024											
	N	D	J	F	M	A	M	A	J	J	J	J	N	D	J	F	M	A	M	A	J	J		
	160	200	160	160	200	160	8	9	10	11	12	13	14	15	16	200	160	160	200	160	160	200	160	
Programming & Schematic Design	3	4	5	6	7	8																		
Design Development																								
Design																								
DSA Approval																								
LLB selection and contracting																								
Precon Services																								
CONSTRUCTION																								
Move in and Closeout																								
Milestones																								
<b>CONSTRUCTION MANAGEMENT SERVICES</b>																								
<b>Position / Classification</b>	<b>Name</b>																							
Regional Executive	Bill Johal																							
Project Director	Dan Porter																							
Sr. Project Manager	Ryan Wade																							
Project Engineer II	Andrew Lai																							
Project Engineer	TBD																							
Field Engineer/Project Engineer II	Jo Ward/Monica																							
Scheduler	Rick Stassi																							
<b>Total (FTEs / Month)</b>	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16		

**Scope of Services:**  
 Provide Construction management services from Design through DSA Closeout. Timeline is based on preliminary schedules. If the schedule pushes out past this timeline the hours will need to be adjusted and amendment processed.





**EXHIBIT "D"**

**FEE SCHEDULE**

**Compensation**

1. The CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**
2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of the District.

**Method of Payment of Basic Services**

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed the CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit "B."**
2. CM shall submit these invoices in duplicate to the District via the District's authorized representative.
3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.
4. Upon receipt and approval of CM's invoices, the District agrees to make payments on all undisputed amounts no later than thirty (30) days from receipt of the invoice.
5. The District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

**EXHIBIT "E"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: 479 between the Sacramento City Unified School District ("District") and Kitchell/CEM Inc. ("CM") for construction management services for the Bowling Green Modernization/New Construction Project ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the CM currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions with respect to the Project that are the subject of the Contract (check all that apply):

- Pursuant to Education Code section 45125.2, CM has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between CM's employees and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2, CM certifies that all employees will be under the continual supervision of, and monitored by, an employee of the CM who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising CM's and its subcontractors' employees is:

Name: Jeff Dees

Title: Project Director

**NOTE:** If the CM is a sole proprietor, and elects the above option, CM must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: Janea Marking, Chief Business & Operations Officer

District Representative's Signature: \_\_\_\_\_

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) CM's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- The CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit CM's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

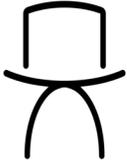
CM's responsibility for background clearance extends to all of its employees, subcontractors or suppliers, and employees of subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the CM.

**KITCHELL/CEM INC.**

By: \_\_\_\_\_

Don Haase  
President

Date: 1/4/2024



# CAMPBELL KELLER

## Environments at Work

3041 65th Street, Suite 3. Sacramento, CA.95820  
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115937  
DATE 12/18/23  
PROJECT #640-145  
ADENA PETERSON

PROPOSAL FOR:

SACRAMENTO CITY UNIFIED SCHOOL DIST  
3051 REDDING AVE  
SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL  
1600 VALLEJO WAY  
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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PLEASE REVIEW THIS QUOTE CAREFULLY BEFORE SIGNING

MAKE PURCHASE ORDER OUT TO:

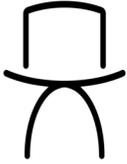
CAMPBELL KELLER  
3041 65TH STREET  
SUITE 3  
SACRAMENTO, CA 95820

SMALL BUSINESS  
CERTIFICATION # 8541

- ARTCOBELL -

1	895	DST-RC20 26E	TOP - 3/4" CORE - STD LAM - BANDED FLAT EDGE - 4 LEGS PER TOP PRESSED LINEN TITANIUM FLAT EDGE  TITANIUM/CHROME LEGS	56.00	50,120.00
2	895	DSLPL-4AA P.3.4	LEGS - 22"-34" ADJ HT - 4-PACK - NYLON GLIDE - TTN RECEIVERS/CHROME INSERTS	87.13	77,981.35
3	895	TA-CPS4	CASTER PACK - LOCKING - 50MM - SHAPE TABLES - 4-PACK - BLACK	18.94	16,951.30
4	1	SHIPPING	SHIPPING & HANDLING CHARGES  - FLEETWOOD -	8,436.50	8,436.50
5	1086	ESTCM18	EVOKE STAKER   4 LEG   MEDIUM SHELL   18" SEAT HEIGHT   LEVELERS	124.68	135,402.48

CONTINUED...



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## Environments at Work

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PROPOSAL 115937  
DATE 12/18/23  
PROJECT #640-145  
ADENA PETERSON

PROPOSAL FOR:

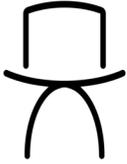
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SACRAMENTO CA 95820

DELIVERY LOCATION:

CA MIDDLE SCHOOL  
1600 VALLEJO WAY  
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			CHAIR SHELL COLOR: NAVY CHAIR FRAME COLOR: CHROME GLIDE OPTION: NYLON ASSEMBLY OPTION: PLEASE SPECIFY		
6	63	TPNP6030 A47C	PNEUMATIC BASE   DOUBLE COLUMN   PLANE 1" WORKSURFACE    ADJUSTABLE HEIGHT   75 MM CASTERS   60W 30D 30.75-50.5H  AVAILABLE WITH SILVER BASE ONLY WORKSURFACE MATERIAL: HPL G3 WORKSURFACE COLOR: BATTLESHIP  EDGEBAND COLOR: BATTLESHIP PAINT COLOR: SILVER ACCESSORY OPTIONS: PLEASE SPECIFY	365.19	86,006.97
7	18	TUNR6030 F29C	UNITIZED FRAME TABLE   SQUARE LEGS   RECTANGLE 1" WORKSURFACE FIXED HEIGHT   75MM CASTERS   60W 30D 29H WORKSURFACE MATERIAL: PHENOLIC RESIN IN BLACK EDGEBAND COLOR: PHENOLIC RESIN IN BLACK PAINT COLOR: SILVER ACCESSORY OPTIONS: NO	760.91	13,696.38

CONTINUED...



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PROPOSAL 115937  
DATE 12/18/23  
PROJECT #640-145  
ADENA PETERSON

### PROPOSAL FOR:

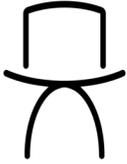
SACRAMENTO CITY UNIFIED SCHOOL DIST  
3051 REDDING AVE  
SACRAMENTO CA 95820

### DELIVERY LOCATION:

CA MIDDLE SCHOOL  
1600 VALLEJO WAY  
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			ACCESSORIES   NO FACTORY ASSEMBLY		
8	1	SHIPPING	SHIPPING & HANDLING CHARGES - ALLSTEEL -	30,129.87	30,129.87
9	70	DWW-MHWN O .TI .M .L .2 .TI .T \$(1) .APX 13 .TC00	EVO TASK MESH HIGH BACK 4D ADJ ARMS NO FC Titanium Mist Yes Standard Titanium Titanium Multi-Surface Grd 1 Uph Apex Navy Coordinating  - GREAT OPENINGS -	627.29	43,910.30
10	61	EGL-6565	CHESTER, HINGE LEFT, 22.25"H X 23.50"D X 15.25"W, BLACK CASTERS 2 LOCKING, 2 NON LOCKING, 1 ANTI-TIP, CURVED CUSHION TOP TRACE DRAWER FRONT OPTIONS: CHESTER FINISH SELECTIONS BY MANUFACTURE (PAINT COLOR): 0666 SILVER METALLIC FABRIC SELECTION: GRADE 1 CF STINSON 7K NAVY KEY SERIES OPTIONS -		29,280.00

CONTINUED...



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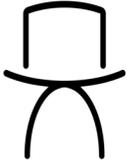
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DELIVERY LOCATION:

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1600 VALLEJO WAY  
SACRAMENTO CA 95820

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			CHESTER/LESTER: SKIP OPTION IS STANDARD UM SERIES LOCK-FLAT KEY-ALIKE REQUEST OPTION: CHESTER/LESTER NO SELECTION OF OPTION  - SMITH SYSTEM -		
11	64	622W0800 OP#	CASCADE MEGA-CABINET (CASTERS)DOORS W/ 8X3" SWTOTE AND SHELVESW	1,624.85	103,990.40
			WHITEBOARD PLATINUM WITH NAVY SIDES		
12	1	SHIPPING	SHIPPING & HANDLING CHARGES	5,750.03	5,750.03
			- HASKELL -		
13	33	2FZTL7G. 2226.PL	FUZION TEACHER'S LECTERN, 22X26, HYDRAULIC LIFT, GROMMET, LOCKING STORAGE CABINET, PLATINUM Y BASE, LOCKING CASTERS PRESSED LINEN LAMINATE PLATINUM PAINT	761.00	25,113.00
14	1	ASSEMBLY	ASSEMBLY AND RELATED SERVICES FOR:	58,200.00	58,200.00



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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\*\*\*This proposal is valid for 30 days unless otherwise noted.\*\*\*

\*\*\*By signing this proposal, you are acknowledging that you have reviewed the quantities, color and finish selections and are familiar with the products being ordered. All items are custom made to order and can not be returned.\*\*\*

\*\*\*Delivery and any related services quoted for normal business hours with clear first floor access or access to a freight elevator (No stair carry) unless otherwise noted and quoted.\*\*\*

\*\*\*The total below is for cash/check/EFT purchases. When a credit card is used, a 3% service fee is applied to the total balance noted below. Please acknowledge by initialling if your organization will be paying by credit card \_\_\_\_\_\*\*\*

PRODUCT TOTAL...:	582,452.18
ASSEMBLY.....:	58,200.00
S&H.....:	44,316.40
SALES TAX.....:	59,934.75
TOTAL.....:	744,903.33

ACCEPTED BY \_\_\_\_\_

DATE ACCEPTED \_\_\_\_\_

**QUOTE**



**Lexia Learning Systems LLC**  
300 Baker Avenue, Suite 320  
Concord, MA 01742 USA  
Phone: (978) 402-3620  
Fax: (978) 402-3621

**Quote #:** Q-585141-3  
**Created Date:** 10/6/2023

**Prepared By:** Robin Amrine  
**Email:** robin.amrine@lexialearning.com

**Ship To:**  
Sacramento City Unified School District  
5735 47th Ave  
Sacramento, CA 95824 US

**Bill To:**  
Shannon Pella  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, CA 95824 US

LETRS 3E\_One Cohort **OPTION 1**

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1+2	2 year	\$1,518.00	\$60,720.00
<b>LETRS 3E_One Cohort Total Price:</b>							<b>\$60,720.00</b>

LETRS 3E\_Two Cohorts **OPTION 3**

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
80	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1+2	2 year	\$1,518.00	\$121,440.00
<b>LETRS 3E_Two Cohorts Total Price:</b>							<b>\$121,440.00</b>

Prices quoted are inclusive of Shipping and Handling.

*If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.*

**Fax or email Purchase Orders with quote number Q-585141-3 AND Option Number to the following:**

Attn: Robin Amrine  
Email: robin.amrine@lexialearning.com  
Fax: 978-287-0062

**PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**

**TERMS AND CONDITIONS**

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid for 60 days. Unless otherwise provided herein, Lexia will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

1-Year licenses expire 12 months from the date of activation; 2-Year licenses expire 24 months from the date of activation

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

**ORDER TERM**

This quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and customer in writing, the licenses, products and/or services purchased pursuant to this order will begin on or about the start date and continue in effect for the applicable period set forth in this quote. Unless otherwise set forth herein or agreed to by Lexia and customer in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscription licenses and services must be used within the applicable subscription or service period herein; unused subscription licenses or services are not eligible for refund or credit. Onsite training is fulfilled with virtual training as needed. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that customer fails to make any payment when due following notice.

**ORDER PROCESS**

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.  
NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

**ACCEPTANCE**

All subscriptions, products and services hereunder are offered subject to the Lexia Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order, customer confirms its acceptance of the License and the terms and fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Lexia and customer regarding the subscriptions, products and services in and as supplemented by this quote, constitute the entire agreement between customer and Lexia regarding such subscriptions, products and services (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



# QUOTE

#Q725019

**Bill To:**

ACCOUNTS PAYABLE  
 SACRAMENTO CITY UNIF SCH DIST  
 5735 47TH AVE  
 SACRAMENTO CA 95824-4528  
 United States

**Ship To:**

SCOTT OLTMANN  
 SACRAMENTO CITY UNIF SCH DIST  
 5735 47TH AVE  
 SACRAMENTO CA 95824-4528  
 United States

**Total:** \$171,553.13

**Remit to:**

Center for the Collaborative Classroom  
 1001 Marina Village Parkway, Ste 110  
 Alameda, CA 94501  
 Phone: 510-533-0213 Fax:  
 510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	12/20/2023			UPS-GD	9/21/2023

Quantity	Item	Description	Rate	Amount
30	SPS4-CPBECF	<p>SIPPS 4th edition Intervention Package - includes            SIPPS 4th edition Beginning Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound cards and Sight Word Cards, Spelling-Sound and Sight Word Wall Cards, Story Posters, 68 Little Books decodable readers, Reproducible Practice Reading Stories, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, Learning Letter Names Teacher's Manual, 2 trade books, letter cards, foam letters, and 7-year access to all digital resources on the Learning Portal.</p> <p>SIPPS 4th edition Extension Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word Cards, Spelling-Sound Wall Cards, 12 Story Book decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal.</p> <p>SIPPS 4th edition Challenge Level Package: Teacher's Manual, handheld Sight Syllable and Spelling-Sound Cards, Irregular Sight Syllables Wall Chart, Spelling-Sound Wall Chart, Intensive Multisensory Instruction for SIPPS Handbook and Reproducibles, and 7-year access to all digital resources on the Learning Portal.</p> <p>SIPPS 4th edition Plus package: Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word cards, Spelling-Sound Wall Cards, 12 Dreams on Wheels decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal.</p>	\$3,075.00	\$92,250.00





1001 Marina Village Parkway, Suite 110  
Alameda, CA 94501-1042  
800.666.7270

# QUOTE

#Q725019

Quantity	Item	Description	Rate	Amount
20	SPS4-CPRS	SIPPS 4th edition Reading Specialist's Package - includes SIPPS 4th edition Beginning Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound cards and Sight Word Cards, Spelling-Sound and Sight Word Wall Cards, Story Posters, 68 Little Books decodable readers, Reproducible Practice Reading Stories, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, Learning Letter Names Teacher's Manual, 2 trade books, letter cards, foam letters, and 7-year access to all digital resources on the Learning Portal. SIPPS 4th edition Extension Level Package: Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word Cards, Spelling-Sound Wall Cards, 12 Story Book decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal. SIPPS 4th edition Challenge Level Package: Teacher's Manual, handheld Sight Syllable and Spelling-Sound Cards, Irregular Sight Syllables Wall Chart, Spelling-Sound Wall Chart, Intensive Multisensory Instruction for SIPPS Handbook and Reproducibles, and 7-year access to all digital resources on the Learning Portal.	\$2,325.00	\$46,500.00
10	SPS4-CPB	SIPPS 4th edition Beginning Level Package - includes Teacher's Manual, 2 sets of handheld Spelling-Sound cards and Sight Word Cards, Spelling-Sound and Sight Word Wall Cards, Story Posters, 68 Little Books decodable readers, Reproducible Practice Reading Stories, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, Learning Letter Names Teacher's Manual, 2 trade books, letter cards, foam letters, and 7-year access to all digital resources on the Learning Portal.	\$1,175.00	\$11,750.00
10	SPS4-CPE	SIPPS 4th edition Extension Level Package - includes Teacher's Manual, 2 sets of handheld Spelling-Sound and Sight Word Cards, Spelling-Sound Wall Cards, 12 Story Book decodable readers, Intensive Multisensory Instruction for SIPPS Handbook, 12 Trace and Write student books, and 7-year access to all digital resources on the Learning Portal.	\$725.00	\$7,250.00

**Memo:**

Read Center for the Collaborative Classroom's Professional Learning Policies: [Professional Learning Policies](#)

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to [clientsupport@collaborativeclassroom.org](mailto:clientsupport@collaborativeclassroom.org)



Q725019



1001 Marina Village Parkway, Suite 110  
Alameda, CA 94501-1042  
800.666.7270

# QUOTE

#Q725019

**NEW WIRE INFO:**

California Bank of Commerce:  
2999 Oak Road, Suite 210, Walnut Creek, CA 94597  
SWIFT Code: CLOEUS66  
ABA Routing Number: 121144696  
Bank Account Number: 1092287

<b>Subtotal</b>	\$157,750.00
<b>Shipping Cost</b>	\$0.00
<b>Tax (8.75%)</b>	\$13,803.13
<b>Total</b>	<b>\$171,553.13</b>



Q725019



**Wheelchair Accessible Transit Van  
Model 1 Commercial Vehicles, Vendor ID #127433**

New 2023 or current model year wheelchair accessible van per  
Bid 24-1019 specifications \$93,317.00

Chassis: Ford Transit 350,  
3.5L PDFI V6 Gasoline Engine Rear Wheel Drive  
Single Speed Automatic Transmission 9,400 lb. GVWR Package  
Max Payload: 3,330 - 3,880 lbs. Cruise Control

Exterior Color: White Wheelbase: 148" Mid-Roof  
8" Stainless Steel driver, co-pilot, and passenger running boards  
16" Wheels & Tires

Interior Flooring: Q'StraintOMNI Alum floor-12 rail

Stainless Steel Assist Pole at Right Entry

Twin-Air Rear Heat & A/C Safety Back-up Alarm

Rear View Camera

Front and Side-Curtain Airbags Daytime Running Lights

Passenger Seating, 9-Passenger, 1 Variable Wheelchair Seat

Fabric, Vinyl, OEM Co-Pilot Seat

Fixed Leg Single GO-ES Seats (8), Lap & Shoulder Seatbelts (Removable)

Paratransit Equipment

Rear Door BraunAbility Power Wheelchair Lift with Interlock Q'Straint Restraint System

Warranty: 3-year/36,000

Mfg/Dealer Rebates	<\$2,600.00>
DMV e-File fee	\$33.00 (non-taxable)
Doc Prep Fee (CA Exempt Plates)	\$85.00 (non-taxable)
Tire Fee	\$7.00 (non-taxable)

▼ Engineered for Versatility

**FRV**  
FOREST RIVER VAN



Meeting America's Transportation Needs One Customer at a Time



**W**ith the commercial passenger van emerging as the fastest growing ground transportation segment, Forest River Van delivers the most versatile product in the market today. Whether you are transporting patients, hotel guests, prisoners, commuters, or catering and works crews, we have a variety of flexible floor plans and seating

**Maneuverability.  
Versatility. Performance.**

configurations. With similar options and capacity as a smaller shuttle bus, our van is a cost effective option when passenger capacity needs are 15 passengers or less and up to four wheelchairs. We offer wood and aluminum flooring systems that provide dozens of seating and wheelchair positions to match your customer's evolving needs and it's all backed by Forest River's dedication to quality and superior customer service.



800.326.2877 | [Model1.com](http://Model1.com)



## YOUTH DEVELOPMENT SUPPORT SERVICES

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November 28, 2023

To Whom It May Concern:

Youth Development Support Services (YDSS) would like to purchase three vans (nine passengers plus driver) with Expanded Learning Opportunities Program (ELOP) funds.

The reason behind this purchase is to transport students to expanded learning events. On several occasions, we have had difficulties in finding buses to transport students. Sometimes, the need is for 20 or less students. This purchase will save us time and funds in future as in some instances even for few students we end up paying a huge amount for charter buses. Also three vans will fit a whole class with required chaperones. We collaborate with SCUSD's Transportation department, however, the shortage of drivers is affecting their ability to support YDSS.

Many of YDSS staff are qualified to transport students and have received the Activity Supervisor Clearance Certificate from the *Commission on Teacher Credentialing*, and have submitted all the documentation to District's Risk Management.

In order to make sure that the purchase is allowable under ELOP funds, YDSS reviewed ELOP FAQs (Frequently Asked Questions). The question #36 includes the info about allowable purchases/expenditures. Here is the direct language from the CDE's website: *The CDE is not approving or denying individual LEA requests for allowable expenditures. However, all expenditures should be necessary and reasonable for an ELO Program activity, be consistent with the LEA's policies and procedures, be consistent and implemented uniformly and be adequately documented. Furthermore, all expenditures should be consistent with statute and the LEA's program plan. [Title 2 Code of Federal Regulations 200.403]*. The SCUSD's ELOP plan calls for enrichment activities which includes field trips to museums, colleges, universities and other educational spaces.

YDSS also reached out to CDE to verify that this purchase is allowable. The correspondence with CDE is attached with this letter.

Thank you and let us know if you have any questions about this.

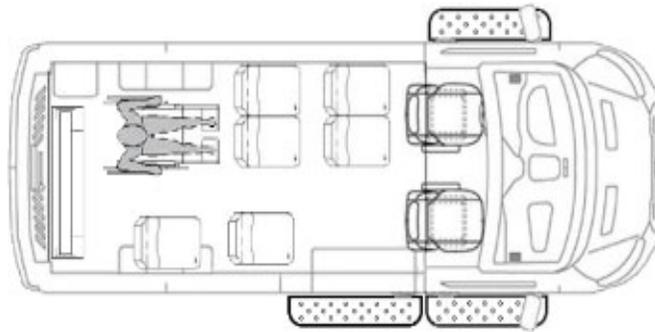
Sincerely,

*Manpreet Kaur*

Manpreet Kaur, *Director Youth Development Support Services*



## 2023 Ford OEM Transit 350



**Wheelchair Accessible Transit Van  
Model 1 Commercial Vehicles, Vendor ID #127433**

New 2023 or current model year wheelchair accessible van per  
Bid 24-1019 specifications \$93,317.00

Chassis: Ford Transit 350,  
3.5L PDFI V6 Gasoline Engine Rear Wheel Drive  
Single Speed Automatic Transmission 9,400 lb. GVWR Package  
Max Payload: 3,330 - 3,880 lbs. Cruise Control

Exterior Color: White Wheelbase: 148" Mid-Roof  
8" Stainless Steel driver, co-pilot, and passenger running boards  
16" Wheels & Tires

Interior Flooring: Q'StraintOMNI Alum floor-12 rail

Stainless Steel Assist Pole at Right Entry

Twin-Air Rear Heat & A/C Safety Back-up Alarm

Rear View Camera

Front and Side-Curtain Airbags Daytime Running Lights

Passenger Seating, 9-Passenger, 1 Variable Wheelchair Seat

Fabric, Vinyl, OEM Co-Pilot Seat

Fixed Leg Single GO-ES Seats (8), Lap & Shoulder Seatbelts (Removable)

Paratransit Equipment

Rear Door BraunAbility Power Wheelchair Lift with Interlock Q'Straint Restraint System

Warranty: 3-year/36,000

Mfg/Dealer Rebates	<\$2,600.00>
DMV e-File fee	\$33.00 (non-taxable)
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FOREST RIVER VAN



Meeting America's Transportation Needs One Customer at a Time



**W**ith the commercial passenger van emerging as the fastest growing ground transportation segment, Forest River Van delivers the most versatile product in the market today. Whether you are transporting patients, hotel guests, prisoners, commuters, or catering and works crews, we have a variety of flexible floor plans and seating

**Maneuverability.  
Versatility. Performance.**

configurations. With similar options and capacity as a smaller shuttle bus, our van is a cost effective option when passenger capacity needs are 15 passengers or less and up to four wheelchairs. We offer wood and aluminum flooring systems that provide dozens of seating and wheelchair positions to match your customer's evolving needs and it's all backed by Forest River's dedication to quality and superior customer service.



800.326.2877 | [Model1.com](http://Model1.com)

**FACILITY USE AGREEMENT  
(Short Form)**

**THIS FACILITY USE AGREEMENT**, dated for reference purposes only as of October 13, 2023 is made and entered into by and between **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("Licensee")**, and **RIVER CITY STADIUM MANAGEMENT, LLC**, a Delaware limited liability company ("**RCSM**").

**Recitals.**

- A.** RCSM is a tenant-in-possession of a sports and entertainment facility (the "**Stadium**"), currently named "Sutter Health Park," located in the City of West Sacramento's "Bridge District" redevelopment area which, among other things, serves as the "home" site of the Sacramento River Cats Baseball Club.
- B.** Licensee desires to use a portion of the Stadium consisting of concourse, seating bowl, warning track, second base, player's lot, main gate, and right field gate (collectively, the "**Facilities**") for the purpose of holding six (6) Graduation Ceremonies (the "Event") on AM & PM June 11, AM & PM June 12, AM & PM June 13.
- C.** RCSM is willing to allow the use of the Facilities in connection with the Event, upon the terms and subject to the conditions set forth in this Agreement.

In Process  
**Agreement.**

**NOW, THEREFORE**, taking into account the foregoing Recitals (which, by this reference, are incorporated herein), and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, Licensee and RCSM agree as follows:

**1. Use.**

**(a)** Effective upon receipt by RCSM of the certificate of insurance described in Section 3 below, RCSM hereby grants permission to Licensee for the use by Licensee and the Licensee's Parties (as hereinafter defined), on June 11,12,13, 2024, during the period from and including 8:30am gates open, 10:00am ceremony start, 11:30am ceremony end and 12:00pm departure from the stadium (AM Ceremony) or 5:00pm gates open, 6:30pm ceremony start, 8:00pm ceremony end and 8:30pm departure from the stadium (PM Ceremony) (California time), the areas of aforementioned in Recital B above and so much of the related Stadium facilities as RCSM deems necessary for purposes of conducting the Event upon the terms and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and agrees that this license does not extend to or include any portion of the Stadium that RCSM in its sole discretion determines is unnecessary for purposes of conducting the Event, which excluded portions of the Stadium shall include, without limitation, the Stadium's administrative offices, club areas, and Clubhouse areas. The grant of permission made in this Section 1 shall constitute a non-exclusive license, and nothing in this Agreement shall be deemed to give the Licensee a real estate interest in any portion of the Stadium other than a non-exclusive license for use on the date and on the terms and conditions specifically set forth in this Agreement.

(b) In consideration of the performance by RCSM of its obligations under this Agreement, Licensee shall pay to RCSM the facility rental fee in the amount of One Hundred Thirty-Seven Thousand Nine Hundred and Forty Dollars (\$137,940) (the “**License Fee**”) as outlined in Exhibit A. The License Fee shall be due and payable as follows: a portion of the License Fee in the amount of Twenty Thousand Dollars (\$20,000) (the “**Initial Payment**”) due and payable concurrently with the execution and delivery of this Agreement by Licensee and RCSM. The Initial Payment is held as a Security Deposit (“**Deposit**”) for purposes of (i) securing the full and faithful performance of each and every obligation of Licensee under this Agreement, and (ii) reserving for the Licensee the dates set forth in Recital B. If the Licensee defaults in the performance of any of its obligations under this Agreement, including, without limitation, the obligation to surrender the Facilities in the same condition as at the beginning of the Term and in good order, ordinary wear and tear excepted, RCSM may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any amount which RCSM may spend or become obligated to spend by reason of the Licensee's default or to compensate RCSM for any other loss or damage which RCSM may suffer by reason of the Licensee's default. If the Licensee shall fully and faithfully perform every obligation under this Agreement to be performed by it, the Deposit, or any balance thereof remaining, shall be applied against the remainder of the License Fee in the amount of One Hundred Seventeen Thousand Nine Hundred Forty Dollars (\$117,940) which shall be due and payable within ten (10) days after receipt of an invoice from RCSM following the Event.

(c) RCSM shall make available to Licensee, at RCSM's sole cost and expense, for Licensee's use within the Facilities, the following items: 8ft banquet tables as needed, podium for stage, folding chairs as needed from RCSM's existing inventory of such items. Except for such items, Licensee acknowledges and agrees that RCSM shall have no obligation to provide, and that Licensee at its sole cost and expense shall have sole responsibility for providing or causing to be provided, any equipment, material, or other items necessary or desired by Licensee in connection with Licensee's use of the Facilities (including, without limitation, linens, extra tables and chairs, tents, staging equipment, sound equipment, recorded and/or live musical entertainment, and temporary signage for Licensee and any Event sponsors), all of which and the location of the same shall be subject to approval by RCSM solely for its own benefit.

(d) Licensee hereby expressly acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Licensee has not been granted permission to, and Licensee shall not, engage in the sale or service of any food or beverages (including, without limitation, alcoholic beverages) on or about the Stadium premises (including, without limitation, the Facilities). Licensee acknowledges that all food and beverage service (including, without limitation, alcoholic beverages) must be provided by RCSM and its affiliates. Without in any way limiting the foregoing, Licensee hereby expressly acknowledges and agrees that, firearms, other weapons, alcoholic beverages (except as may be purchased from RCSM and its affiliates) and/or hazardous materials are not permitted on, at, or around the Stadium premises (including, without limitation, the Facilities) at any time.

(e) Licensee expressly agrees to fully repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Licensee's or the Licensee's Guests' (as hereinafter defined) use of or presence on the Facilities or any other part of the Stadium, immediately upon demand by RCSM. Licensee further expressly agrees to remove from the Facilities or any other parts of the Stadium all property brought thereon in connection with Licensee's use of the Facilities, and otherwise to restore the Facilities to the condition existing prior to Licensee's use of the Facilities, on or prior to the expiration of the term of the license granted under Section 1 above. Licensee and Licensee's guests agree to adhere to the stadium rules and restrictions as listed in Exhibit D. In the event that Licensee fails to follow stadium rules in Exhibit D, repair, replace, or restore as and when required under this Section 1(g), the Licensee expressly agrees that RCSM may perform, or cause to be performed, the same, and Licensee shall pay immediately upon demand RCSM's costs in performing such

repairs, replacements, or restorations.

(f) Licensee expressly acknowledges and agrees that Licensee assumes all risks in connection with the Event and shall not be excused from the performance of the terms and conditions of this Agreement (and shall not be entitled to postpone the Event, receive a refund of any sums paid by Licensee hereunder, or be released from any obligations under this Agreement) for any reason; provided, however, that notwithstanding anything to the contrary contained herein, in the event that inclement weather, an act of God, the occurrence or threat of flood, fire, earthquake, epidemics, pandemics, quarantines, explosion, war, hostilities (whether war is declared or not), terrorism, strikes, labor stoppages or slowdowns, industrial disturbances, riots, civil disorder, any government order or other Law (as defined below), embargoes, blockades in effect on or after the date of this Agreement, national or regional emergency, or shortage of adequate power or transportation facilities, or any other event or circumstance beyond the control of either party hereto precludes the hosting of the Event on June 11, 12, 13, 2024 (as determined by RCSM in its reasonable discretion), the Event shall be rescheduled to occur on a subsequent date (“**Alternate Event Date**”) that is mutually selected by RCSM and Licensee. Any Alternate Event Date shall replace the previously agreed upon Event date for purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. This Agreement shall terminate and RCSM shall refund the Deposit and any other portion of the License Fee received by RCSM from Licensee hereunder, minus any non-refundable expenses spent or incurred by RCSM in performance of its obligations under this Agreement, if either (A) rescheduling to an Alternate Event Date is not possible as a result of any of the causes described in this paragraph (as determined in RCSM’s reasonable discretion), or (B) RCSM and Licensee cannot agree on an Alternate Event Date within ninety (90) days of the previously agreed upon Event date. RCSM shall not be liable for any additional costs, expenses, or damages suffered by Licensee (over and above the amount refundable to Licensee in accordance with the preceding sentence) arising out of the rescheduling or cancellation of the Event pursuant to this paragraph.

(g) Licensee agrees that any and all radio, television, print, web-based, or other advertising of the Event, regardless of whether written or oral, with reference to RCSM, any of the RCSM Parties (as hereinafter defined), the Sacramento River Cats, or Sutter Health Park must be pre-approved in writing by RCSM. Licensee shall not issue admission tickets or charge for admission to the Event without the prior written consent of RCSM, which consent may be granted or withheld by RCSM in its sole and absolute discretion.

(h) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY RCSM, RCSM SHALL NOT, IN ANY EVENT, HAVE ANY LIABILITY FOR LOST PROFITS OR LOST OPPORTUNITY COSTS, OR ANY PUNITIVE, SPECULATIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH REMEDIES AND CLAIMS ARE, TO THE FULLEST EXTENT PERMITTED BY LAW HEREBY EXPRESSLY, UNCONDITIONALLY AND IRREVOCABLY WAIVED AND RELEASED BY LICENSEE.

## **2. Indemnification.**

(a) In consideration of RCSM’s permission for Licensee to use the Facilities for the Event, Licensee shall indemnify, defend, protect and hold harmless RCSM, the RCSM Parties, and their respective lenders, officers, members, managers, directors, shareholders, employees, agents and contractors (collectively, the "RCSM Indemnified Parties") from and against any and all actions, claims, demands, penalties, liabilities or costs (including reasonable attorneys' fees) arising or accruing out of or in connection with: (i) any bodily injury (including death), personal injury, property damage or other loss or damage to persons or property occurring in or about the Facilities or otherwise in or about the Stadium,

entry ramps, entryways, and parking areas in the course of or otherwise in connection with the Event; (ii) the operations or activities of Licensee or its contractors, agents, employees, invitees, guests or patrons (the "Licensee Parties"), (iii) Licensee's or the Licensee Parties' use of the Facilities or other use of the Stadium, entry ramps, entryways, and parking areas, or any acts or omissions of Licensee or the Licensee Parties in, on, or about any of such areas; and (iv) the breach by Licensee of any of the covenants, terms and provisions of this Agreement to be performed or observed by Licensee. As used herein, "RCSM Parties" shall mean River City Stadium Management, LLC, Sacramento River Cats Baseball Club, LLC, River City Land Holding Company, LLC, River City Freeze, LLC, River City Concessions, LLC, River City Parking, LLC, River Cats Foundation, Inc., the River City Regional Stadium Financing Authority, BNY Western Trust Company, Sacramento Basketball Holdings, LLC, Sacramento Kings Limited Partnership, the City of West Sacramento, the County of Sacramento, and the County of Yolo.

(b) Except to the extent of their gross negligence or willful misconduct, RCSM and RCSM's Indemnified Parties shall not be liable to Licensee or the Licensee Parties for, and to the fullest extent permitted by law Licensee hereby waives, any and all claims and causes of action against RCSM and the RCSM Indemnified Parties arising out of or otherwise relating to the Event, including without limitation claims and causes of action relating to: (i) the Americans With Disabilities Act or other law, regulation or ordinance, whether local, state or federal, relating to physical barriers to access for disabled persons within sports or entertainment facilities; (ii) any damage to Licensee's or the Licensee Parties' property brought into or stored in the Facilities or any other part of the Stadium; (iii) the loss of, or damage to, any of Licensee's or the Licensee Parties' property by theft or otherwise; (iv) any injury or damage to persons, property or Licensee's or any Licensee Parties' business resulting from the design, development, construction, repair or alteration of the Facilities or any other part of the Stadium, or from fire, explosion, falling plaster, steam, electricity, water or rain which may leak from the Facilities or any other part of the Stadium, or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface or from any other place, or resulting from dampness or any other cause whatsoever, and (v) any damage caused by acts or omissions of other users, occupants or visitors of the Facilities or other parts of the Stadium.

### **3. Insurance.**

(a) Licensee shall place in effect with insurance companies licensed to do business in the State of California and with a minimum of an "A-VII" rating in Best's Insurance Guide, such insurance coverages as may be reasonably required by RCSM with respect to the Events, and Licensee shall provide to RCSM a certificate of insurance along with an additional insured endorsement evidencing such coverages at least thirty (30) days prior to the date of the Event (and Licensee and RCSM agree that time is of the essence with respect to such obligation of Licensee to deliver such certificate, the same having been the subject of specific discussion between the parties). See Exhibit C for list of entities and insurance requirements. RCSM hereby acknowledges receipt of such certificate of insurance in a form acceptable to RCSM. Each policy of liability insurance obtained and maintained by Licensee in accordance with the provisions of this Section 3 shall be primary of all other valid and collectible insurance of RCSM or the RCSM Parties. At the request of RCSM, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of RCSM under this provision. Such loss information shall include such specifics and be in such form as RCSM may reasonably require.

### **4. Compliance With Law.**

Licensee, at its sole cost and expense, shall comply, and shall cause the Licensee Parties to comply, with all applicable laws, ordinances, orders, rules and regulations of all federal, state, county and

municipal governmental authorities (including, without limitation, any requirement that permit(s) be obtained for the use of the Facilities in connection with the Event) and with any lawful direction or order of public officers which shall impose any duty upon RCSM or Licensee, and will not or permit to remain any use or manner of use of the Facilities, or permit to occur any activities therein, in violation thereof. Licensee also shall comply, and shall cause the Licensee Parties to comply, with all rules and regulations as may from time to time be adopted by RCSM for the use, occupancy and operation of the Facilities or any other part of the Stadium. Specifically, but without limiting the generality of the foregoing, Licensee shall, and shall cause the Licensee Parties to comply with the requirements of the Americans With Disabilities Act as it relates to Licensee's uses of and activities in the Facilities or any other part of the Stadium, and any other law, regulation or ordinance, whether local, state or federal, relating to physical barriers to access for disabled persons within sports or entertainment facilities. Licensee shall, and shall cause the Licensee Parties to comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters or any other similar body and shall not do or permit anything to be done in or about the Facilities or any other part of the Stadium or bring or keep anything therein except as expressly permitted by the Fire Department, Board of Fire Underwriters, or any other authority having jurisdiction. No gasoline, acetylene or other fuel or other combustible, nor any substance, material, condition, mixture or waste that is defined under any federal, state, county or municipal law, ordinance, order, rule or regulation as being hazardous or toxic, will be permitted in the Facilities or any other part of the Stadium without the prior written approval of RCSM. Any decorating or other work and the material therefore, done or furnished by Licensee shall be subject to the approval of RCSM and, if necessary in RCSM's sole judgment, the Fire Department of the City of West Sacramento, and unless so approved may be prevented or removed by RCSM at Licensee's sole cost and expense. All decorations and other combustible materials must be fireproofed, and Licensee shall deliver to RCSM, prior to installation and use, a flameproofing certificate in the form specified or required by and satisfactory to any local governmental body having jurisdiction, if necessary in RCSM's sole judgment.

## 5. Miscellaneous Provisions.

(a) **No Third Party Rights.** This Agreement is entered into for the sole benefit of RCSM, the RCSM Parties, and Licensee, and their respective permitted successors and assigns, and no other natural person, entity, or governmental agency or authority shall have any third party beneficiary or other similar rights under or arising from this Agreement.

(b) **Relationship of Parties.** RCSM and Licensee shall be deemed and construed as independent contractors with respect to one another for all purposes relating to the subject matter of this Agreement, and nothing contained in this Agreement is intended to constitute, nor shall it be deemed or construed as constituting, the creation of any partnership, joint venture, or principal/agent relationship between RCSM and Licensee arising out of the existence or exercise by RCSM or Licensee of their respective rights under this Agreement.

(c) **Attorneys' Fees.** If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

(d) **Time is of the Essence.** Time is of the essence of this Agreement, it being understood that the time for performance of each obligation has been the subject of specific negotiation by the parties.

(e) **Successors and Assigns.** The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and to their respective successors and assigns.

(f) **California Law; Choice of Forum.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of California, without giving effect to any “conflict of law” rules of such state. RCSM and Licensee each acknowledge the Superior Court of the State of California in and for the County of Yolo and the associated federal and appellate courts shall have exclusive jurisdiction to hear and decide any dispute, controversy or litigation regarding the enforceability or validity of this Agreement or any portion thereof.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument with the same effect as if all parties had signed the same signature page. The signature page of this Agreement may be detached here from and attached to any counterpart of this Agreement identical in form hereto but having attached to it a signature page originally executed by another signatory to this Agreement.

(h) **Construction.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly against either RCSM or Licensee. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

(i) **Severability.** Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

(j) **Amendment; Modification.** No provision of this Agreement may be amended, modified or supplemented or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by each party to this Agreement or their respective successors in interest.

(k) **Waiver.** No waiver shall be valid unless in writing and signed by the party to be charged, and then only to the extent therein specified. No waiver by RCSM or Licensee of a right or remedy under this Agreement or under applicable law shall constitute a waiver, express or implied, of any other right or remedy of RCSM or Licensee, and no failure or delay on the part of RCSM or Licensee to exercise, assert or otherwise insist upon one or more of its rights or remedies under this Agreement or at law shall constitute a waiver by RCSM or Licensee of any of such rights or remedies either then or in the future, or otherwise constitute a precedent for any future conduct, actions or inaction.

(l) **Further Assurances.** From time to time, at the sole cost and expense of the party making such request, each party hereto shall execute and deliver such instruments or documents as may be reasonably requested by the other party hereto in order to carry out the purposes and intent of this Agreement or to consummate the transactions contemplated hereunder.

(m) **Confidentiality.** Each of RCSM and Licensee hereby agrees not to make or issue any press release concerning the subject matter of this Agreement, without the prior written consent of the other party hereto; provided, however, that notwithstanding anything to the contrary contained in the foregoing, nothing contained herein shall preclude either RCSM or

Licensee from disclosing information contained in this Agreement (i) to such party's actual or prospective officers, directors, shareholders, members, employees, auditors, counsel, professional advisors, bankers or other debt underwriters or financiers, or contractors; (ii) to the City of West Sacramento or any other governmental agencies, authorities or subdivisions; and (iii) in any statement or testimony pursuant to a subpoena or order by any court, governmental agency or authority asserting jurisdiction over such party, or as otherwise may be required by applicable Laws. The covenants set forth in this Section 4(m) shall survive the termination of this Agreement.

**(n) Incorporation of Prior Agreements.** This Agreement contains the entire understanding of RCSM and Licensee with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter.

**IN WITNESS WHEREOF, RCSM and Licensee have executed this Agreement as of the day and year written below.**

**RCSM:** **RIVER CITY STADIUM MANAGEMENT, LLC,**  
a Delaware <sup>DocuSigned by:</sup> limited liability company  
*Chip Maxson*  
**By:** \_\_\_\_\_  
7593DD736CAC42A...  
**Its:** \_\_\_\_\_  
President/COO  
**Date:** \_\_\_\_\_  
10/31/2023

In Process

**LICENSEE:** **Sacramento City Unified School District,**  
  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Sacramento City Unified School District,**  
  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Exhibit A**



**Sutter Health Park Rental Expenses**

**Event Details**

Date Prepared: 10/26/2023  
 Event Date: June 11-13 (2 ceremonies per day)  
 Event Name: SCUSD Graduations (6 Ceremonies)  
 Prepared For: Malinda Chambers  
 Prepared By: Nicole Berwager  
 Length of Event: **AM Ceremony:** 8:30am Gates, 10:00am Ceremony Start, 11:30am Ceremony End  
**PM Ceremony:** 5:00pm Gates, 6:30pm Ceremony Start, 8:00pm Ceremony End  
 Size of Event: 2000-6000 Guests + Graduates/Staff Depending on Ceremony  
 Type of Event: High School Graduations

<b><u>Building Expenses</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
Facility Rental		\$ 30,000
Building Operations	Setup, Cleaning, Janitorial	20,400
Grounds	Grounds Crew / Field Conversion	3,600
Guest Services	Security, Ushers, EMS, Etc.	37,200
Parking	Flaggers & Cashiers	<i>waived guests pay \$10/car</i>
Audio Visual	Live Feed on Video Board, Microphone, PA, Music, Graphics	4,800
Ticket Operations	Box Office Staff	1,800
Rentals	36x24 Stage with Ramps	6,000
Staging Equipment	Flooring for Stage Ramps	875
Special Event Permit	City of West Sacramento Fee	2,050
Special Event Labor	Staff Time	5,500
Water Bottles	227 Cases - 24 bottles per case + Management Fee	25,715
<b>Total</b>		<b>\$ 137,940</b>

Notes:  
 Based on current event details and is subject to change.  
 Specific insurance is required on all events at Sutter Health Park.  
 Does not include any Food or Beverage.  
 Date will be held once agreement is signed by both parties.  
 Deposit due upon execution of facility rental agreement.

**Exhibit B**

**Special Event Notification or Permit**

Every person, firm, corporation, partnership or other business operation intending to hold a Special Event within the City of West Sacramento is required to complete and submit a *Special Event Notification form* or a *Special Event Permit Application form*. Forms should be submitted a minimum of 45 days in advance of the event. Upon submission of all required form(s), the Police Department will circulate the form(s) to the appropriate City departments and regulatory agencies for approval. The contact person(s) listed on the application form will then be notified of their approval status. We encourage Licensee's to submit permit applications at their earliest convenience. The City of West Sacramento issues permits on a first come first serve basis.

More information can be obtained by visiting West Sacramento City Hall First Floor, Parks and Recreation Department or [www.cityofwestsacramento.org](http://www.cityofwestsacramento.org).

RCSM will submit the Special Event Permit Application Form on Licensee's behalf and will be charged applicable fees.

A Special Event Permit is required for events that exceed 100 attendees and/or any event requiring street or sidewalk closure.

RCSM makes no guarantee that a Special Event Permit will be obtained.

**LICENSEE:**

In Process

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

### Exhibit C

To: Sutter Health Park Vendors, Subcontractors, Suppliers, Performers and Other Facility Users  
("Facility User")

Re: Sutter Health Park Required Insurance Requirements and Documents

---

Our policies require that all organizations engaged in business with us, and all who enter our premises, must provide current insurance documents in addition to the execution of our standard Facility Use Agreement. Please comply with the following requirements:

1. Certificate of Liability Insurance must provide evidence of insurance with limits as follows:
  - a. Commercial General Liability: \$2,000,000 each occurrence/aggregate
  - b. Commercial Automobile Liability: \$2,000,000 combined single limit
  - c. Workers' Compensation & Employers Liability: Statutory
2. Certificate of Liability Insurance must show evidence of Excess Liability, if required.
3. Insurance provided must be primary and any insurance carried by Sutter Health Park and its entities shall be noncontributory with and excess to the Facility User.
4. Insurer must have a current A.M. Best's rating of no less than A:VII.
5. River City Baseball entities, per the Section 8 below, must be named as **additional insured via separate endorsement to the Facility User's policies using one of the following AI forms:**
  - a. Vendors: CG 20 15 07 04 or CG 20 26 07 04
  - b. Contractors: CG 20 10 07 04 and CG 20 37 07 04
6. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Sutter Health Park entities.
7. The Certificate of Insurance should clearly disclose the nature of the event(s) and date(s) of the event(s) at Sutter Health Park.
8. Additional Insured Requirements: Named Entities
  - Sacramento River Cats Baseball Club, LLC
  - River City Stadium Management, LLC
  - River City Parking, LLC
  - River City Freeze, LLC
  - River City Concessions, LLC
  - River City Land Holding Company, LLC
  - City of West Sacramento, its officers, officials, employees, and volunteers
  - County of Sacramento
  - County of Yolo
  - River City Regional Stadium Financing Authority
  - BNY Western Trust Company
  - River Cats Foundation, Inc.
  - SBH Baseball, LLC
  - Sacramento Basketball Holdings, LLC
  - Sacramento Kings Limited Partnership

All required insurance documents should be sent via email to:

Ms. Maddie Strika, Executive Vice President, Finance  
[mstrika@rivercats.com](mailto:mstrika@rivercats.com)  
400 Ballpark Drive  
West Sacramento, CA 95691

## Exhibit D



### **Stadium Rules and Restrictions**

#### **Load-In and Load-Out:**

- Licensee may load-in at a mutually agreeable time as stated in the Facility Use Agreement
- Licensee understands that Sutter Health Park does not have on-site overnight security. Items left within the gates of the stadium overnight are subject to damage or theft. Should Licensee wish to have overnight security, Licensee may coordinate with RCSM. An additional overnight security fee will be added to the License Fee.
- Load-Out must take place immediately following the event unless otherwise mutually agreed upon.

#### **Stadium Restrictions:**

- Licensee **may not tape or glue** (with the exception of Blue Painters tape or other non-residue tape) items to walls or existing facility fixtures or structures.
- Stickers may not be used or distributed to guests on stadium property (including parking lots and ticket plaza)
- No paint
- No smoking or vaping on the premises
- No animals are permitted inside the stadium (with the exception of service animals only)
- Licensee and licensee's guests may not enter any areas within the facilities besides areas expressly written in the Facility Use Agreement. Failure to comply may result escorting the Licensee and/or Licensee's guests out of the Event.

#### **Sponsor and Sponsor Signage**

- Licensee may place or hang Event sponsor signage throughout the ballpark within the Event space (via zip ties or non-residue tape).
- Licensee may not cover existing ballpark sponsor signage.
- Sponsor signage placement is up to RCSM discretion. RCSM may remove (and relocate) Licensee signage should it interfere with ballpark sponsor signage.

# RENEWAL QUOTE



Page	1
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

**SACRAMENTO CITY UNIF SCH DIST**  
**5735 47TH AVE**  
**SACRAMENTO CA 95824**

Quote Summary		Payable in USD
Quote Total		\$121,408.98
<b>Applicable taxes are NOT included</b>		
Service Expiration Dates are displayed at each line item below		

## Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)  
 Follett School Solutions, LLC  
 91826 Collection Center Dr  
 Chicago, IL 60693-0918

Follett School Solutions, LLC.  
 1340 Ridgeview Drive  
 McHenry, IL 60050 USA  
 Email: [FSSorders@follettlearning.com](mailto:FSSorders@follettlearning.com)

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
<b>A M WINN ELEM SCH - 0404187</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>ABRAHAM LINCOLN SCH - 0409430</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>ALBERT EINSTEIN MDL SCH - 0404188</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>ALICE BIRNEY ELEM SCH - 0404189</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>AMERICAN LEGION CONT HIGH SCH - 0404190</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

If you have any questions about this quote, please contact us:  
 US:708-884-5100 or email [softwarecs@follettlearning.com](mailto:softwarecs@follettlearning.com)  
 Canada:877-857-7870 or email [canada@follettlearning.com](mailto:canada@follettlearning.com)  
 Outside the US or Canada: email [international@follettlearning.com](mailto:international@follettlearning.com)

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# RENEWAL QUOTE



Page	2
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
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<b>ARTHUR BENJAMIN HLTH PROF HIGH SCH - 0415436</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
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<b>BOWLING GREEN CHARTER-CHACON - 0419311</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				<b>Site Total   \$791.97</b>
<b>BOWLING GREEN CHARTER-MCCOY - 0404192</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>BRET HARTE ELEM SCH - 0404193</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>C K MCCLATCHY HIGH SCH - 0404194</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>CALEB GREENWOOD ELEM SCH - 0404195</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>CALIFORNIA MDL SCH - 0409141</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>CAMELLIA BASIC ELEM SCH - 0404196</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

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 Canada:877-857-7870 or email [canada@follettlearning.com](mailto:canada@follettlearning.com)  
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# RENEWAL QUOTE



Page	3
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
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<b>CAPITAL CY SCH - 0414115</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
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<b>CAROLINE WENZEL ELEM SCH - 0404197</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>CESAR CHAVEZ 4-6 ELEM SCH - 0415126</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				<b>Site Total   \$791.97</b>
<b>CROCKER RIVERSIDE ELEM SCH - 0404239</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>DAVID LUBIN ELEM SCH - 0404201</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>EARL WARREN ELEM SCH - 0404202</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>EDWARD KEMBLE ELEM SCH - 0404204</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>ELDER CREEK ELEM SCH - 0404205</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

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<b>ETHEL I BAKER ELEM SCH - 0404206</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>ETHEL PHILLIPS ELEM SCH - 0404207</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>FATHER KEITH B KENNY ELEM SCH - 0411706</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>FERN BACON BASIC MDL SCH - 0404208</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>G W CARVER HIGH SCH - 0415574</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>GENEVIEVE F DIDION ELEM SCH - 0407344</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>GOLDEN EMPIRE ELEM SCH - 0407436</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

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<b>H W HARKNESS ELEM SCH - 0404211</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>HIRAM W JOHNSON HIGH SCH - 0404212</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>HOLLYWOOD PARK ELEM SCH - 0404213</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>HUBERT H BANCROFT ELEM SCH - 0404215</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
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<b>ISADOR COHEN ELEM SCH - 0404216</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
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<b>JAMES W MARSHALL ELEM SCH - 0407343</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
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<b>JOHN BIDWELL ELEM SCH - 0404219</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
				<b>\$1,707.18</b>

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				<b>Site Total   \$1,707.18</b>
<b>JOHN CABRILLO ELEM SCH - 0404220</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>JOHN D SLOAT BASIC ELEM SCH - 0404221</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>JOHN F KENNEDY HIGH SCH - 0404222</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>JOHN H STILL MDL SCH - 0404223</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>JOHN MORSE THERAPEUTIC CTR - 0420841</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>LEATAATA FLOYD - 0404217</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total   \$1,707.18</b>
<b>LEONARDO DA VINCI SCH - 0411175</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

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<b>LUTHER BURBANK HIGH SCH - 0404227</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
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<b>MARK TWAIN ELEM SCH - 0404230</b>				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>MARTIN LUTHER KING JR ELEM SCH - 0410802</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>MATSUYAMA ELEM SCH - 0411885</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>MET SACRAMENTO HIGH SCH - 0418857</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
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<b>MIWOK MDL SCH - 0404244</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>NEW JOSEPH BONNHEIM CHARTER ES - 0422721</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$665.40
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>NEW TECHNOLOGY HIGH SCH - 0418458</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

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				<b>Site Total</b>	
				<b>\$791.97</b>	
<b>NICHOLAS ELEM SCH - 0404231</b>					
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67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>O W ERLEWINE ELEM SCH - 0404232</b>					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>OAK RIDGE ELEM SCH - 0404233</b>					
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49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>PACIFIC ELEM SCH - 0404234</b>					
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49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>PARKWAY ELEM SCH - 0404235</b>					
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49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>PHOEBE A HEARST ELEM SCH - 0404237</b>					
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49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
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<b>PONY EXPRESS ELEM SCH - 0404238</b>					
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49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00

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 US:708-884-5100 or email [softwarecs@follettlearning.com](mailto:softwarecs@follettlearning.com)  
 Canada:877-857-7870 or email [canada@follettlearning.com](mailto:canada@follettlearning.com)  
 Outside the US or Canada: email [international@follettlearning.com](mailto:international@follettlearning.com)

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# RENEWAL QUOTE



Page	9
Quote#	7706369
Issue Date	11/20/2023
Expiration Date	01/31/2024
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				<b>Site Total</b>
				<b>\$1,707.18</b>
<b>PROFESSIONAL LIB - 0415219</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
				<b>\$915.21</b>
<b>ROSA PARKS MDL SCH - 0404198</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
				<b>\$1,707.18</b>
<b>ROSEMONT HIGH SCH - 0415078</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
				<b>\$1,707.18</b>
<b>SACRAMENTO CITY UNIF SCH DIST - 0453214</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				<b>Site Total</b>
				<b>\$791.97</b>
<b>SAM BRANNAN MDL SCH - 0404241</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
				<b>\$1,707.18</b>
<b>SCH OF ENGINEERING/SCENCE - 0404191</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				<b>Site Total</b>
				<b>\$791.97</b>
<b>SEQUOIA ELEM SCH - 0404242</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
				<b>Site Total</b>
				<b>\$1,707.18</b>
<b>SERNA - 0422722</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
				<b>Site Total</b>
				<b>\$791.97</b>
<b>SUCCESS ACAD K-8 - 0422170</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

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# RENEWAL QUOTE



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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>SUSAN B ANTHONY ELEM SCH - 0404203</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>SUTTERVILLE ELEM SCH - 0404245</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>SUY:U ELEM SCH - 0404236</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>TAHOE ELEM SCH - 0404246</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>THEODORE JUDAH ELEM SCH - 0404247</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>UMOJA INTL ACAD - 0404225</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>WASHINGTON ELEM SCH - 0407345</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97

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# RENEWAL QUOTE



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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>WEST CAMPUS HIGH SCH - 0410108</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>WILL C WOOD MDL SCH - 0404249</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>WILLIAM LAND ELEM SCH - 0404251</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>
<b>WOODBINE ELEM SCH - 0404252</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$765.21
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2023	12/31/2024	\$791.97
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2023	12/31/2024	\$150.00
<b>Site Total</b>				<b>\$1,707.18</b>

End of Quote

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**AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and Verde Design, Inc. ("Architect ") (collectively the "Parties"):

**Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on August 17, 2023.**

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be January 18, 2024;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Architect staffing on the Project from January 2024 to June 2024;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after January 18, 2024, on a fee basis up to a maximum of \$448,720.00, as reflected below, unless this Amendment is further extended or modified.

**Description of Scope Change: basis for change order**

Additional services requested by District outside of original scope of work  
Verde Design services, Electrical Engineer services, and Romtec software

**Description of funding changes to contract:**

Original contract amount .....	\$415,070.00
Previous change orders through change order #- .....	\$0.00
Contract amount prior to this change order .....	\$415,070.00
Amount of this change order.....	\$33,650.00
 <b>NEW CONTRACT AMOUNT.....</b>	 <b><u>\$448,720.00</u></b>

Section II All Other Provisions Reaffirmed.

All other provisions of the Agreement for Architect Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Architect Services, the provisions of this Amendment No. 1 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to the Agreement for Architect Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

DATE: January 18, 2024

**Sacramento City Unified School  
District**

**Verde Design, Inc.**

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Janea Marking  
Chief Business and Operations Officer



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Mark Baginski



**Change Order 01**

Date: December 27, 2023

Project Name: California Roof Replacement Bldg 1 & 3A  
 Bid/Project No: 0415-468-1  
 DSA File No: N/A  
 DSA Application No: N/A

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

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

**Contractor: Best Contracting Services, Inc**  
 19027 S. Hamilton Ave  
 Gardena, CA 90248

**Architect:**

**Construction Manager: Kitchell**  
 2450 Venture Oaks Way, Ste 500  
 Sacramento, CA 95833

Reference	Description	Cost	Days Ext.
Requested by: Performed by: Reason:	Project Close-out of Unused Owner Allowance District N/A Reconciliation of contract	\$ (53,167.13)	0
Contract time will be adjusted as follows: Previous Completion Date: 9/26/23	Original Contract Amount with Allowances:	\$ 1,297,300.00	
Type Number of Days in Words 0 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	\$ (53,167.13)	
Current Completion Date: <b>9/26/2023</b>	Revised Contract Amount After this change order:	\$ 1,244,132.87	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1b

**Meeting Date:** January 18, 2024

**Subject:** Approve Personnel Transactions

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

**Division:** Human Resources Services

**Recommendation:** Approve Personnel Transactions

**Background/Rationale:** N/A

**Financial Considerations:** N/A

**LCAP Goal(s):** Safe, Clean and Healthy Schools

**Documents Attached:**

1. Certificated Personnel Transactions Dated January 18, 2024
2. Classified Personnel Transactions Dated January 18, 2024

**Estimated Time of Presentation:** N/A

**Submitted by:** Cancy McArn, Chief Human Resources Officer

**Approved by:** Lisa Allen, Interim Superintendent



**Attachment 2: CLASSIFIED 1/18/2024**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
ALVAREZ GUZMAN	ANA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	12/1/2023	6/30/2024	EMPLOY PROB 12/1/23
CARRASCO	LESLIE	B	Bus Attendant	TRANSPORTATION SERVICES	11/15/2023	12/5/2023	EMPLOY PROB 11/15/23
CASTRO PROPHET	BARBARA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	12/1/2023	6/30/2024	EMPLOY PROB 12/1/23
CHAVEZ	CANGELA	B	Clerk II	WASHINGTON ELEMENTARY SCHOOL	11/9/2023	6/30/2024	EMPLOY PROB 11/9/23
CHRISNAN	JESSY	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	12/1/2023	6/30/2024	EMPLOY PROB 12/1/23
DOMINGUEZ CRUZ	ARISBEL	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	12/1/2023	6/30/2024	EMPLOY PROB 12/1/23
DOURGARIAN	CYNTHIA	B	Office Tchncn III	SPECIAL EDUCATION DEPARTMENT	10/30/2023	6/30/2024	EMPLOY PROB 10/30/23
KOMLODI CASTRO	HELENA	B	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	12/11/2023	6/30/2024	EMPLOY PROB 12/11/23
MACKAY	MIKAELA	B	Inst Aid, Spec Ed	MARTIN L. KING JR ELEMENTARY	11/27/2023	6/30/2024	EMPLOY PROB 11/27/23
MEADOWS III	ARTHUR	B	School Intervention Staff Asst	MIWOK MIDDLE SCHOOL	11/6/2023	6/30/2024	EMPLY PROB 11/6/23
POWELL	KELLY	B	Inst Aid, Spec Ed	MATSUYAMA ELEMENTARY SCHOOL	12/13/2023	6/30/2024	EMPLOY PROB 12/13/23
OCONNELL	KATHRYN	B	Foster Youth Srvs Prog Asst	FOSTER YOUTH SERVICES PROGRAM	12/4/2023	6/30/2024	EMPLOY PROB 12/4/23
REBOLLO ESQUIVEL	YOSELIN	B	Teacher Assistant, Bilingual	MATSUYAMA ELEMENTARY SCHOOL	11/30/2023	6/30/2024	EMPLOY PROB 11/30/23
ROCCO	TIMOTHY	B	Chief Information Officer	TECHNOLOGY SERVICES	1/8/2024	6/30/2024	EMPLOY PROB 1/8/2024
ROMO	JOSE	B	Engineer	FACILITIES MAINTENANCE	1/8/2024	6/30/2024	EMPLOY PROB 1/8/24
RUNNER	AVERY	B	Noon Duty	FATHER K.B. KENNY - K-8	12/13/2023	6/30/2024	EMPLOY PROB 12/13/23
SANCHEZ-NAVARRO	MAIRA	B	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	12/4/2023	6/30/2024	EMPLOY PROB 12/4/23
TRAN	JACKIE	B	Inst Aid, Spec Ed	ENGINEERING AND SCIENCES HS	11/27/2023	6/30/2024	EMPLOY PROB 11/27/23
VILLAFUERTE-CALDERON	LAURA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	12/1/2023	6/30/2024	EMPLOY PROB 12/1/23
<b>LEAVE</b>							
COLE-OWENS	EBONY	A	School Plant Ops Mngr I	AMERICAN LEGION HIGH SCHOOL	1/3/2024	6/30/2024	LOA RTN (PD) 1/3/24
GARCIA	MARIA	A	Instructional Aide	A.WARREN McCLASKEY ADULT	11/28/2023	2/28/2024	LOA (PD) 11/28/23-2/28/24
HAZEN	DEANANA	A	Office Tchncn III	TRANSPORTATION SERVICES	11/29/2023	12/3/2023	LOA (PD) FMLA/CFRA 11/29/23-1/22/24
HENDRIX	CHANISE	B	Coordinator I, Mental Health	STUDENT SUPPORT&HEALTH SRVCS	12/4/2023	12/22/2023	LOA (PD) FMLA/CFRA 12/4-22/23
HERNANDEZ	REBECCA	A	Inst Aid, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	7/7/2023	6/30/2024	LOA (PD) 7/7/23-2/2/24
HERNANDEZ JR	JOSE	A	School Plant Ops Mngr I	ETHEL I. BAKER ELEMENTARY	12/1/2023	2/29/2024	LOA RTN 12/1/24
MANN	TINA	A	Noon Duty	H.W. HARKNESS ELEMENTARY	11/27/2023	6/30/2024	LOA (PD) 11/27/23-2/17/24
ZAPIEN	HALEY	A	Clerk II	MARTIN L. KING JR ELEMENTARY	12/11/2023	6/30/2024	LOA RTN (PD) FMLA/CFRA 12/11/23
<b>RE-ASSIGN/STATUS CHANGE</b>							
AGUILERA	SHERYL	A	Noon Duty	GENEVIEVE DIDION ELEMENTARY	9/1/2022	6/30/2023	STCHG 9/1/22
ALLISON	MARIA-ALICIA	B	Office Tchncn III	SPECIAL EDUCATION DEPARTMENT	12/18/2023	6/30/2024	STCHG 12/18/23
BUSH	CIARA	B	Clerk III	JOHN H. STILL - K-8	12/11/2023	1/31/2024	REA 12/11/23
CARNERO	MARK	B	Spec III Youth Development	YOUTH DEVELOPMENT	7/1/2023	6/30/2024	REA/STCHG 7/1/23-6/30/24
CARRASCO	LESLIE	B	Bus Attendant	TRANSPORTATION SERVICES	12/6/2023	6/30/2024	STCHG 12/6/23
DAVILA	GAREATHA	B	HR, Spec Proj Analyst, CARES	HUMAN RESOURCE SERVICES	12/1/2023	4/30/2024	REA/STCHG 12/1/23
FISHER	DYLAN	B	Spec III Youth Development	YOUTH DEVELOPMENT	7/1/2023	2/29/2024	REA/STCHG 7/1/23-6/30/24
FRANKLIN	VENIESESHA	A	Campus Monitor	ROSA PARKS MIDDLE SCHOOL	12/4/2023	6/30/2024	REA/STCHG 12/4/23
GOINES	JAIRUS	B	Education Entrepreneur	CHARLES A. JONES CAREER & ED	12/1/2023	4/30/2024	REA/STCHG 12/1/23
HAMILTON	CRYSTAL	A	Inst Aid, Spec Ed	NEW TECH	12/7/2023	6/30/2024	REA / TR 12/7/23
JAIME	LORENA	A	Noon Duty	LEONARDO da VINCI ELEMENTARY	11/29/2023	12/31/2023	STCHG 11/29/23
LATCHISON	VICTORIA	B	Bus Driver	TRANSPORTATION SERVICES	11/30/2023	5/31/2024	STCHG 11/30/23
LOPEZ-RODRIGUEZ	PAOLA	B	Accts Payable Lead Technician	ACCOUNTING SERVICES DEPARTMENT	12/15/2023	6/30/2024	REA/STCHG 12/15/23
MARTINEZ	ARACELI	B	Attendance Tech II	FERN BACON MIDDLE SCHOOL	11/27/2023	2/29/2024	REA/STCHG 11/27/23
MARTINEZ	ARACELI	B	Office Tchncn II	FERN BACON MIDDLE SCHOOL	11/27/2023	2/29/2024	REA/STCHG 11/27/23
NAVA	ANDREA	A	Spec III Youth Development	YOUTH DEVELOPMENT	7/1/2023	6/30/2024	REA/STCHG 7/1-6/30/24
PETERSON	SHERRELL	B	Fund Spec	BUDGET SERVICES	1/8/2024	6/30/2024	REA/STCHG 1/8/24
REED	MIAMAH	B	Spec III Youth Development	YOUTH DEVELOPMENT	7/1/2023	2/29/2024	REA/STCHG 7/1-6/30/24
SOPHAL-PETERSON	SOPHEAN	A	Multi Site Supervisor	NUTRITION SERVICES DEPARTMENT	1/8/2024	6/30/2024	REA/STCHG 1/8/24
TAGACA	EDWARD	B	Office Tchncn III	STUDENT SUPPORT AND FAMILY SER	12/18/2023	2/29/2024	REA/STCHG 12/18/23
TRUONG	DAVID	A	Spec III Youth Development	YOUTH DEVELOPMENT	7/1/2023	6/30/2024	REA/STCHG 7/1-6/30/24
WHITE	ALONZO	A	School Plant Ops Mngr II	MIWOK MIDDLE SCHOOL	12/18/2023	6/30/2024	REA 12/17/23

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>SEPARATE / RESIGN / RETIRE</b>							
DOBBINS	TYRESE	B	Custodian	PACIFIC ELEMENTARY SCHOOL	10/20/2023	12/7/2023	SEP/TERM 12/7/23
EATON	IVONI	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/1/2023	8/29/2023	SEP/RESIGN 8/29/23
HANKARD	ELENA	A	Administrative Asst-CAMS	FACILITIES SUPPORT SERVICES	7/1/2023	12/29/2023	SEP/RETIRE 12/29/23
JORDAN	JOSHUA	A	Clerk III	JOHN H. STILL - K-8	7/1/2023	11/24/2023	SEP/RESIGN 11/24/23
LEVELS	LENA	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2023	12/22/2023	SEP/RESIGN 12/22/23
PRICE	JUANITA	A	Morning Duty	NICHOLAS ELEMENTARY SCHOOL	7/1/2023	12/4/2023	SEP/RESIGN 12/4/23
PRICE	JUANITA	A	Noon Duty	NICHOLAS ELEMENTARY SCHOOL	7/1/2023	12/4/2023	SEP/RESIGN 12/4/23
RAMIREZ	ASHLEY	B	School Community Liaison	HIRAM W. JOHNSON HIGH SCHOOL	8/31/2023	12/22/2023	SEP/RESIGN 12/22/23
SANCHEZ	JOE	A	School Plant Ops Mngr I	NEW JOSEPH BONNHEIM	7/1/2023	12/29/2023	SEP/RETIRE 12/29/23
VUE	KAIVEN	A	Site Cmptr Suprt Tech I	ENGINEERING AND SCIENCES HS	9/1/2023	12/15/2023	SEP/RESIGN 12/15/23



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1c

**Meeting Date:** January 18, 2024

**Subject:** Approve Purchase Order Board Report for the Period of November 15, 2023 through December 14, 2023

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

**Division:** Business Services

**Recommendation:** Approve attached list of purchase orders.

**Background/Rationale:** N/A

**Financial Considerations:** Reflects standard business information.

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

**Documents Attached:**

- PO Board Report Period of November 15, 2023 through December 14, 2023

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

**Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00885	CITY OF SACRAMENTO REVENUE DIV ISION	BLANKET FOR 23-24 YR PARKING PERMITS	WASHINGTON ELEMENTARY SCHOOL	01	1,800.00
B24-00886	RALEY'S BEL AIR NOB HILL FOODS	TRANSITION COOKING PROGRAM - HIRAM JOHNSON	SPECIAL EDUCATION DEPARTMENT	01	1,000.00
B24-00887	RALEY'S BEL AIR NOB HILL FOODS	TRANSITION COOKING PROGRAM - CHARLES JONES SKILLS	SPECIAL EDUCATION DEPARTMENT	01	1,000.00
B24-00888	RALEY'S BEL AIR NOB HILL FOODS	TRANSITION COOKING PROGRAM - HEALTH PROFESSIONS	SPECIAL EDUCATION DEPARTMENT	01	1,000.00
B24-00889	RALEY'S BEL AIR NOB HILL FOODS	TRANSITION COOKING PROGRAM - LUTHER BURBANK	SPECIAL EDUCATION DEPARTMENT	01	1,000.00
B24-00890	TRUSTEES OF CA ST UNIVERSITY	CALSTATE APPLY CODES 2023-24 SCHOOL YEAR	CAREER & TECHNICAL PREPARATION	01	25,000.00
B24-00891	PERFORMANCE FOOD GROUP dba VIS TAR	VISTAR- AFTER SCHOOL SNACK SERVICE 2023-24SY	YOUTH DEVELOPMENT	01	50,000.00
B24-00892	[REDACTED]	FEDERAL PROPORTIONATE SHARE - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B24-00893	[REDACTED]	FEDERAL PROPORTIONATE SHARE - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B24-00894	AG LINK INC	FRESH PRODUCE FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	149,788.75
B24-00896	[REDACTED]	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	1,110.00
B24-00897	[REDACTED]	FEDERAL PROPORTIONATE SHARE - [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	1,530.35
B24-00898	MICHAEL'S TRANSPORTATION	CHARTER BUS SERVICE 2023-2024	YOUTH DEVELOPMENT	01	3,500.00
B24-00899	**PICK ANOTHER ADDR # REIMB FO R COLLEGE APP FEE	COLLEGE APP FEE REIMB. SCUSD SENIOR STUDENTS	CAREER & TECHNICAL PREPARATION	01	30,000.00
B24-00900	GOLDEN STATE EQUIPMENT REPAIR	JFK CULINARY PATHWAYS KITCHEN SERV. EQUIP	CAREER & TECHNICAL PREPARATION	01	3,000.00
B24-00901	AIRGAS INC	MFG PROGRAM INSTRUCTIONAL SUPPLIES	CHARLES A. JONES CAREER & ED	11	800.00
B24-00902	SACRAMENTO REGIONAL TRANSIT DI STRICT FARE PREPAYMENT DEPT	RT STICKERS/PASSES (SEVERE/CBI PROGRAMS)	SPECIAL EDUCATION DEPARTMENT	01	15,000.00
B24-00903	[REDACTED]	SETTLEMENT REIMBURSEMENT PER OAH [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	20,000.00
B24-00904	READ ACADEMY OF SACRAMENTO	SETTLEMENT AGREEMENT - 2023-2024 TUITION [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	25,000.00
B24-00905	BUENA VISTA FOODS	CORNBREAD MUFFIN FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	16,980.80
B24-00906	BARFRESH CORP	FRUIT SMOOTHIES FOR 2023-24 SY	NUTRITION SERVICES DEPARTMENT	13	51,408.00

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**Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B24-00907	CSUS PROCUREMENT & CONTRACTS S UZANNE SWARTZ CONTRACTS COOR	LEASE OF CLASS SPACE FY 23-24	SPECIAL EDUCATION DEPARTMENT	01	7,686.84
B24-00908	PITNEY BOWES INC	POSTAGE METER/SUPPLIES	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
B24-00909	HUGHES HARDWOOD OF RANCHO CORD OVA	BUILDING & CONSTR TRADES-SUPPLIES @RHS	CAREER & TECHNICAL PREPARATION	01	3,000.00
B24-00910	LINCOLN AQUATICS	MATERIALS & SUPPLIES AS NEEDED FOR HVAC SHOP	FACILITIES MAINTENANCE	01	10,000.00
B24-00911	ALL WEST COACHLINES INC	BLANKET ORDER ALL WEST COACHLINES INC 2023/2024	JOHN F. KENNEDY HIGH SCHOOL	01	7,000.00
B24-00912	[REDACTED]	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	3,780.00
B24-00913	DAWSON OIL COMPANY	LUBRICANTS/ADDITIVES OIL 2023-24SY	TRANSPORTATION SERVICES	01	15,000.00
B24-00914	EPIC SPORTS INC	MATERIALS FOR SCHOOL SPORTS 2023-24SY	EQUITY, ACCESS & EXCELLENCE	01	6,000.00
B24-00915	DAWSON OIL COMPANY	DIESEL FUEL ONLY TRANSPORTATION FLEET	TRANSPORTATION SERVICES	01	140,000.00
B24-00916	AMERICAN RED CROSS TRAINING SE RVICES	CPR /FIRST AID/AED TRAINING	HIRAM W. JOHNSON HIGH SCHOOL	01	3,200.00
B24-00917	[REDACTED]	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	910.00
B24-00918	KEVIN WONG	Kevin Wong 2023-24SY	MUSIC SECTION	01	1,000.00
B24-00919	PACIFIC OFFICE AUTOMATION	RISOGRAPH SUPPLIES 2023/24 SY	DAVID LUBIN ELEMENTARY SCHOOL	01	500.00
B24-00920	[REDACTED]	SETTLEMENT OAH Case No. [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	12,500.00
B24-00921	SEQUOIA PREMIUM FOODS	DELI MEAT FOR 23/24 SY	NUTRITION SERVICES DEPARTMENT	13	3,000.00
B24-00922	RIVER CITY PAPER CO INC	Blanket Purchase Order for boxes and chipboard.	MATERIALS DEVELOPMENT LAB	01	860.00
B24-00923	GBC GENERAL BINDING CORP	Blanket Purchase Order for lamination film.	MATERIALS DEVELOPMENT LAB	01	2,500.00
CHB24-00319	SCUSD - US BANK CAL CARD	LAKESHORE CAL CARD CHARGES 2023-24	EARLY LEARNING & CARE PROGRAMS	12	27,594.24
CHB24-00320	THE HOME DEPOT PRO	CUSTODIAL SUPPLIES: HS, ST, PD, FD, WR 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	25,200.00
CHB24-00321	THE HOME DEPOT PRO	SUPPLY WORKS/HOME DEPOT 2023-24SY	GEO WASHINGTON CARVER	09	1,500.00
CHB24-00322	UBEO WEST LLC dba UBEO BUSINESS S SERVICES	CANON COPIER (HMS ACADEMY RM E1) # 133563	HIRAM W. JOHNSON HIGH SCHOOL	01	3,000.00
CHB24-00323	ODP BUSINESS SOLUTIONS LLC	OFFICE DEPOT- HOMELESS 2023-2024	STUDENT SUPPORT&HEALTH SRVCS	01	5,000.00
CHB24-00324	UBEO WEST LLC dba UBEO BUSINESS S SERVICES	CANON COPIER (CORPORATE ACADEMY RM B220) # 118439	HIRAM W. JOHNSON HIGH SCHOOL	01	6,000.00
CHB24-00325	UBEO WEST LLC dba UBEO BUSINESS S SERVICES	2023/24 CANON COPIER RENTAL	GENEVIEVE DIDION ELEMENTARY	01	5,000.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CHB24-00326	UBEO WEST LLC dba UBEO BUSINES S SERVICES	RENTAL ON 3 CANON COPIERS FOR 23/24 SY	THEODORE JUDAH ELEMENTARY	01	10,000.00
CHB24-00327	ODP BUSINESS SOLUTIONS LLC	9th GRADE ACADEMY SUPPLEMENTARY SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	1,500.00
CHB24-00328	ODP BUSINESS SOLUTIONS LLC	WIOA I_OUT OF SCHOOL YOUTH	CHARLES A. JONES CAREER & ED	11	543.75
CHB24-00329	ODP BUSINESS SOLUTIONS LLC	WIOA TILE II_ABE/HSE/ESL/EL CIVIC	CHARLES A. JONES CAREER & ED	11	2,000.00
CS24-00314	EVERYDAY LABS INC dba IN CLASS TODAY INC	EVERYDAY PRO FY24	ENROLLMENT CENTER	01	44,622.00
CS24-00317	EVERYDAY LABS INC dba IN CLASS TODAY INC	EVERYDAY LABS BACK TO SCHOOL MAILING	ENROLLMENT CENTER	01	51,615.00
CS24-00318	4YOUR EPIPHANY FOUNDATION INC	CONFLICT MEDIATION/COMMUNITY ENGAGEMENT	SAFE SCHOOLS OFFICE	01	1,000.00
CS24-00319	NORCAL SCHOOL OF THE ARTS	NORCAL SCHOOL OF ARTS	YOUTH DEVELOPMENT	01	477,620.00
CS24-00321	KYO AUTISM THERAPY	INDEPENDENT EDUCATIONAL EVALUATIONS	SPECIAL EDUCATION DEPARTMENT	01	1,440.00
CS24-00322	BALL OUT ACADEMY INC	2023-24 SUPPLEMENTAL PROVIDER-BALL OUT ACAD	YOUTH DEVELOPMENT	01	79,200.00
CS24-00323	PREMIER MANAGEMENT GROUP INC	0530-470 LBHS SOFT/BASEBALL - CONSTRUCTION MGMT	FACILITIES SUPPORT SERVICES	21	247,000.00
CS24-00324	CA DESIGN WEST ARCHITECTS	0004-468 ALICE BIRNEY RENEWAL - ARCHITECTURAL SVC	FACILITIES SUPPORT SERVICES	21	405,000.00
CS24-00325	HMC ARCHITECTS	0242-468 MATSUYAMA RENEWAL - ARCHITECTURAL SVC	FACILITIES SUPPORT SERVICES	21	545,000.00
CS24-00326	HUELING LEE dba ADAPTED PARTNE RS	STATE SEAL CONTRACT	COUNSELING SERVICES	01	48,000.00
CS24-00327	SHERMAN GARNETT	STUDENT RECORDS WORKSHOP/TRAINING SCH 12-15-23	ENROLLMENT CENTER	01	5,000.00
CS24-00328	MARY V GWALTNEY	INDEPENDENT EVALUATIONS [REDACTED] OAH: [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	6,500.00
CS24-00329	CALIFORNIA LEARNING CENTERS	AGENCY TUTORING PER SETTLEMENT AGREEMENT [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	52,500.00
CS24-00330	NEW TECH NETWORK INC	NTN 23/24	WASHINGTON ELEMENTARY SCHOOL	01	7,250.00
CS24-00331	MEAGAN O'MALLEY	IEE - Psycho-Educational Assessment [REDACTED]	SPECIAL EDUCATION DEPARTMENT	01	5,000.00
CS24-00332	CALIFORNIA CHARTER AUTHORIZING PROFESSIONALS	CONSULTATION OF CHARTER AUTHORIZATIONS	CONTINUOUS IMPRVMENT & ACNTBLTY	01	6,445.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS24-00333	CALIFORNIA TREE AND LANDSCAPE CONSULTING INC	0262-461 NICHOLAS NEW SCHOOL - ARBORIST SVC	FACILITIES SUPPORT SERVICES	21	7,500.00
N24-00030	POINT QUEST EDUCATION INC	NPS EDUCATIONAL SERVICES (I.D./SEVERE)	SPECIAL EDUCATION DEPARTMENT	01	4,480,000.00
N24-00031	POINT QUEST PEDIATRICS THERAPI ES LLC	NPA SERVICES	SPECIAL EDUCATION DEPARTMENT	01	3,456,000.00
N24-00032	ODYSSEY LEARNING CENTER	NPS EDUCATIONAL SERVICES (AUTISTIC)	SPECIAL EDUCATION DEPARTMENT	01	817,600.00
P24-01328	SOFTCHOICE CORP	MICROSOFT 365 LICENSE RENEWAL: 11/1/23 - 10/31/24	TECHNOLOGY SERVICES	01	294,296.45
P24-01474	MESA ENERGY SYSTEMS, INC,	SERNA CENTER SERVER ROOM REPLACMENT	FACILITIES MAINTENANCE	01	18,695.00
P24-01475	WARDS NATURAL SCIENCE ESTABLIS HMENT INC	SCIENCE LAB SUPLIES 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	1,792.42
P24-01476	AAA GARMENTS & LETTERING INC	PBIS PRIDE SHIRTS 2023-24SY	ALBERT EINSTEIN MIDDLE SCHOOL	01	358.81
P24-01477	DISCOUNT SCHOOL SUPPLY	CLASSROOM ORDER FOR SUY:U (PETER BURNETT) ROOM 3	EARLY LEARNING & CARE PROGRAMS	12	1,071.59
P24-01478	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES 2023-24 SY	EARLY LEARNING & CARE PROGRAMS	12	1,534.95
P24-01479	AMAZON CAPITAL SERVICES	COFFEE INTEGRATED UNIT PROJECT MATERIALS	ENGINEERING AND SCIENCES HS	01	446.68
P24-01480	AMAZON CAPITAL SERVICES	CBI MATERIAL - FONTENOT	SPECIAL EDUCATION DEPARTMENT	01	2,688.18
P24-01481	THE HOME DEPOT PRO	SCHOOL MAINTENANCE SUPPLIES 2023-24SY	C. K. McCLATCHY HIGH SCHOOL	01	326.20
P24-01482	CENTER FOR LAND-BASED LEARNING	FARMS LEADERSHIP PROGRAM -AG PRGM-T. McPHERSON	CAREER & TECHNICAL PREPARATION	01	450.00
P24-01483	ODP BUSINESS SOLUTIONS LLC	OUTSTANDING INVOICES FOR ITEMS RECEIVED FY22-23	EARLY LEARNING & CARE PROGRAMS	12	4,591.66
P24-01484	LUCAS THOMAS	REIMB FOR CLASSROOM MATERIAL & CBI	SPECIAL EDUCATION DEPARTMENT	01	423.70
P24-01485	NATUREBRIDGE	NATUREBRIDGE	LEATAATA FLOYD ELEMENTARY	01	9,763.00
P24-01486	VISION TRAINING PRODUCTS dba B ERNELL CORP	VI MATERIAL - FORNELL 2023-24 SY	SPECIAL EDUCATION DEPARTMENT	01	519.63
P24-01487	MARKERBOARD PEOPLE	MAGNETIC BOARD FOR ADMIN USE 2023-24 SY	ENGINEERING AND SCIENCES HS	01	590.00
P24-01488	LAKESHORE LEARNING MATERIALS	SENSORY MATERIAL FOR SDC 2023-24SY	WASHINGTON ELEMENTARY SCHOOL	01	54.36
P24-01489	DEMCO INC	LIBRARY SUPPLIES 2023-24SY	LIBRARY/TEXTBOOK SERVICES	01	203.30
P24-01490	CDW GOVERNMENT	PRINTERS AND DESKTOP FOR CLASSROOM USE	C. K. McCLATCHY HIGH SCHOOL	01	3,043.11

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01491	CDW GOVERNMENT	PROJECTORS	HIRAM W. JOHNSON HIGH SCHOOL	01	2,963.44
P24-01492	CDW GOVERNMENT	HP OFFICEJECT PRO 7740 AIO CLR/TONERS-DANIEL/ C.E.	CAREER & TECHNICAL PREPARATION	01	1,009.95
P24-01493	CDW GOVERNMENT	LAPTOP FOR CBO	BUSINESS SERVICES	01	1,887.09
P24-01494	CDW GOVERNMENT	ATL COMPUTER SUPPORT	SPECIAL EDUCATION DEPARTMENT	01	284.36
P24-01495	TEACHER SYNERGY LLC dba TEACHERS PAY TEACHERS	23-24 SITE SUBSCRIPTION TO TEACHERS PAY TEACHERS	WILL C. WOOD MIDDLE SCHOOL	01	5,600.00
P24-01496	NSAV SOLUTIONS	REPLACEMENT BULBS FOR PROJECTORS	MIWOK MIDDLE SCHOOL	01	345.17
P24-01497	E&M ELECTRIC AND MACHINERY INC dba WONDERWARE CALIFORNIA	REPORTING SOFTWARE LICENSE RENEWAL CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	1,830.00
P24-01498	CHEMEDUCATOR LLC	CHEMISTRY SUPPORT ONLINE SUBSCRIPTION	C. K. McCLATCHY HIGH SCHOOL	01	606.66
P24-01499	SCHOOL NURSE SUPPLY INC	NURSES OFFICE SUPPLIES	ROSEMONT HIGH SCHOOL	01	176.93
P24-01500	RICOH USA INC	FUSIONPRO VDP SOFTWARE RENEWAL 1 YEAR	CENTRAL PRINTING SERVICES	01	1,515.00
P24-01501	PACIFIC OFFICE AUTOMATION	POA-PARTS AND LABOR	NICHOLAS ELEMENTARY SCHOOL	01	2,495.81
P24-01502	RENAISSANCE LEARNING INC	RENAISSANCE INSTRUCTION MATERIALS FOR READING	FATHER K.B. KENNY - K-8	01	2,782.50
P24-01503	BOOKS EN MORE	LIBRARY BOOKS 2023-24SY	LUTHER BURBANK HIGH SCHOOL	01	320.01
P24-01504	SCHOOL-CONNECT	TITLE 1 CRISTO REY SCHOOL CONNECT	CRISTO REY	01	3,500.00
P24-01505	GBC GENERAL BINDING CORP	LAMINATOR MAINTENANCE RENEWAL	MATERIALS DEVELOPMENT LAB	01	4,392.72
P24-01506	CDW GOVERNMENT	District Librarian New Desktop	CURRICULUM & PROF DEVELOP	01	1,872.89
P24-01507	CINTAS CORP	NA_UNIFORM ORDER_BOOKSTORE	CHARLES A. JONES CAREER & ED	11	2,477.00
P24-01508	COMMONLIT, INC	ONLINE SUPPLEMENTAL INSTRUCTIONAL MATERIALS	SAM BRANNAN MIDDLE SCHOOL	01	2,250.00
P24-01509	SCUSD - US BANK CAL CARD	CALCARD RECON - NOV 2023	ACADEMIC OFFICE	01	16.30
P24-01510	QUALITY SOUND	TREAT-AS-CONFIRMING - AUDITORIUM SOUND SYSTEM	C. K. McCLATCHY HIGH SCHOOL	01	600.00
P24-01511	NATIONAL STUDENT CLEARINGHOUSE	STUDENT TRACKER - HIGH SCHOOL	STRATEGY & CONTINUOUS IMPRVMT	01	4,760.00
P24-01512	BCI BURKE CO LLC	PLAYSTRUCTURE BRIDGE REPAIR @ WOODBINE	FACILITIES MAINTENANCE	01	2,000.54
P24-01513	TARADIGM INC	RENEWAL OF 2024 TARADIGM/BLUEBEAM	FACILITIES SUPPORT SERVICES	01	2,067.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01514	AMAZON CAPITAL SERVICES	KEURIG SINGLE SERVE ASIN#B0788F3R8X \$109.99	ROSA PARKS MIDDLE SCHOOL	01	261.90
P24-01515	SCUSD - US BANK CAL CARD	SMUD MUSEUM OF SCIENCE 1ST GRADE MRS.CHOY	SUY:U ELEMENTARY	01	550.00
P24-01516	SCUSD - US BANK CAL CARD	SMUD MUSEUM OF SCIENCE 1ST GRADE MRS.MARTINEZ	SUY:U ELEMENTARY	01	550.00
P24-01517	CDW GOVERNMENT	WIRELESS PRINTERS + HJ FEC TECHNOLOGY FY23-24	EARLY LEARNING & CARE PROGRAMS	12	4,162.08
P24-01518	CDW GOVERNMENT	ReMarkable Tablets for Operations Team	EARLY LEARNING & CARE PROGRAMS	12	1,322.47
P24-01519	WESTERN PSYCHOLOGICAL SERVICES	PROTOCOL - OT MATSUURA	SPECIAL EDUCATION DEPARTMENT	01	290.27
P24-01520	CDW GOVERNMENT	SITE COMPUTER SUPPORT @ JOHN MORSE	SPECIAL EDUCATION DEPARTMENT	01	885.88
P24-01521	AMAZON CAPITAL SERVICES	SUPPLIES FOR OFFICE 2023-24SY	ROSEMONT HIGH SCHOOL	01	170.18
P24-01522	PACIFIC OFFICE AUTOMATION	RISO INKS AND MASTERS	ENGINEERING AND SCIENCES HS	01	652.47
P24-01523	ODP BUSINESS SOLUTIONS LLC	TIME CLOCK FOR ATTENDANCE AND 1ST PERIOD TARDY	C. K. McCLATCHY HIGH SCHOOL	01	495.88
P24-01524	FORMAX LLC	MAINTENANCE AGRMT-FORMAX SEALER 12/15/23-12/14/24	CENTRAL PRINTING SERVICES	01	693.00
P24-01525	ENABLING DEVICES	AAC MATERIALS - DeBR @ SUTTERVILLE	SPECIAL EDUCATION DEPARTMENT	01	400.89
P24-01526	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS - LTS	SPECIAL EDUCATION DEPARTMENT	01	811.80
P24-01527	STUDY.COM LLC	STUDY.COM CURRICULUM FOR CJA 2023-2024	JOHN F. KENNEDY HIGH SCHOOL	01	479.99
P24-01528	ALLDATA	AUTO TECH PATHWAY, JB POLANCO-ALLDATA SOFTWARE	CAREER & TECHNICAL PREPARATION	01	2,870.00
P24-01529	AMAZON CAPITAL SERVICES	TEACHING MATERIALS 2023-24SY	EARL WARREN ELEMENTARY SCHOOL	01	65.51
P24-01530	ABLENET INC	AAC MATERIAL (MISC STUDENTS) @ SCOE	SPECIAL EDUCATION DEPARTMENT	01	957.00
P24-01531	CAREERSAFE, LLC	LICENSES FOR DANIEL CACHO- ALHS	CAREER & TECHNICAL PREPARATION	01	8,677.00
P24-01532	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	SCHOLASTIC NEWS & SCIENCE SPIN MAGAZINES	CROCKER/RIVERSIDE ELEMENTARY	01	5,569.17
P24-01533	CSUS PARKING SACRAMENTO STATE UNIVERSITY	CSUS SPRING PARKING PERMITS - TRANSITION CLASS	SPECIAL EDUCATION DEPARTMENT	01	1,188.00
P24-01534	RUSH CUSTOM PRINTS	MASTERS ENRICHMENT AFTERSCHOOL	NEW JOSEPH BONNHEIM	09	870.00
P24-01535	HUBERT COMPANY LLC	ATTN: DORIS REESE - HJ FEC KITCHEN SUPPLIES	EARLY LEARNING & CARE PROGRAMS	12	2,670.75
P24-01536	AMAZON CAPITAL SERVICES	ELC OFFICE & PL SUPPLIES 2023-24 SY	EARLY LEARNING & CARE PROGRAMS	12	221.82

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**Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01538	DOCUSIGN INC	DOCUSIGN SUBSCRIPTION FOR DISTRICT CONTRACTS	PURCHASING SERVICES	01	3,543.84
P24-01539	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES 2023-24 SY	C. K. McCLATCHY HIGH SCHOOL	01	157.46
P24-01540	LAKESHORE LEARNING MATERIALS	OT MATERIAL - FERGUSON 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	288.59
P24-01541	AMAZON CAPITAL SERVICES	LAROUSSE FRENCH ENGLISH DICTIONARY	JOHN F. KENNEDY HIGH SCHOOL	01	217.25
P24-01542	AMAZON CAPITAL SERVICES	Shoe Covers for Playgroup - C. Setzer	EARLY LEARNING & CARE PROGRAMS	12	44.34
P24-01543	AMAZON CAPITAL SERVICES	MAGAZINE & PAMPHLET DISPLAY 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	144.95
P24-01544	FOLLETT SCHOOL SOLUTIONS	Luther Burbank Fall 2023 Library order	LIBRARY/TEXTBOOK SERVICES	01	952.44
P24-01545	FOLLETT SCHOOL SOLUTIONS	Prof Library Fall 2023 order (\$5K funds)	LIBRARY/TEXTBOOK SERVICES	01	4,990.89
P24-01546	AMAZON CAPITAL SERVICES	AAC/AT ORDER - MULTIPLE 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	217.00
P24-01547	CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	CalOSHA CITATION INS# 1553814	NEW JOSEPH BONNHEIM	09	17,105.00
P24-01548	LENNOX INDUSTRIES INC	0510-433 CKM HVAC MOD - ROOFTOP UNIT	FACILITIES SUPPORT SERVICES	21	228,902.67
P24-01549	AMAZON CAPITAL SERVICES	OT MATERIAL - FERGUSON	SPECIAL EDUCATION DEPARTMENT	01	333.95
P24-01550	COUNTY OF SACRAMENTO ENVIRONME NTAL MGMT DEPT	0510-434 CKM KITCHEN MOD - EMD APPLICATION FEES	FACILITIES SUPPORT SERVICES	21	1,345.00
P24-01551	ORIENTAL TRADING CO, ACCT 2520 80	Students Rewards ( Oriental Trading ) 2023-24SY	CAROLINE WENZEL ELEMENTARY	01	307.84
P24-01552	AMAZON CAPITAL SERVICES	STAFF SUPPORT - WIAT TRAINING 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	2,168.91
P24-01553	AMERICAN LOGOWEAR	EMBROIDERY WK-STUDENT CHEF COATS-NJB	NUTRITION SERVICES DEPARTMENT	61	319.80
P24-01555	DMG NORTH INC	0510-433 CKM HVAC MOD - AAON AIR UNITS	FACILITIES SUPPORT SERVICES	21	88,141.88
P24-01556	CDW GOVERNMENT	LASERJET PROS FOR SHOPS	FACILITIES MAINTENANCE	01	1,113.17
P24-01558	CDW GOVERNMENT	PROJECTOR LAMPS FOR ACCESS TO STUDENT INST.	ENGINEERING AND SCIENCES HS	01	456.91
P24-01559	GOLDEN STATE COMMUNICATION	PURCHASE WALKIE-TALKIES FOR SCHOOL SAFETY	ABRAHAM LINCOLN ELEMENTARY	01	6,168.50
P24-01560	JENNIFER SANTOS	REIMB. FOR LANYARDS	SUY:U ELEMENTARY	01	115.00
P24-01561	SCHOOL SPECIALTY	ATTN: GULALAI SHETAB - DESK AND CHAIR	EARLY LEARNING & CARE PROGRAMS	12	1,056.27
P24-01562	SCHOOL SPECIALTY	DELIVER TO HW HARKNESS - DIANA FRANCO	EARLY LEARNING & CARE PROGRAMS	12	757.67
P24-01563	FOLLETT SCHOOL SOLUTIONS	Umoja Fall 2023 Library order (district funds)	LIBRARY/TEXTBOOK SERVICES	01	978.12
P24-01564	UNIVERSAL PRINTING SOLUTIONS	OFFICE PRINTER COLOR INK	WASHINGTON ELEMENTARY SCHOOL	01	4,286.52

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01565	CURRICULUM ASSOCIATES LLC	iReady LICENSE 2023-24	JOHN MORSE THERAPEUTIC	01	1,350.00
P24-01566	PATON GROUP	LASER TUBE, ENGINEERING PRM-KEN DAVIS	CAREER & TECHNICAL PREPARATION	01	3,164.63
P24-01567	WESTERN PSYCHOLOGICAL SERVICES	PROTOCOL - OT LTS	SPECIAL EDUCATION DEPARTMENT	01	663.94
P24-01568	SCHOOLMATE INC	23/24 STUDENT FOLDERS	MARK TWAIN ELEMENTARY SCHOOL	01	451.86
P24-01569	SCUSD - US BANK CAL CARD	REPAIRING SERVICES FOR COMPUTER AT NS	NUTRITION SERVICES DEPARTMENT	13	864.56
P24-01570	BILL SMITH PHOTOGRAPHY	2023 YEARBOOKS & DESIGN FEE	WASHINGTON ELEMENTARY SCHOOL	01	4,316.27
P24-01571	MCKESSON MEDICAL SURGICAL	CARL PERK_MEDICAL_MC KESSON_EQUIPMENT	CHARLES A. JONES CAREER & ED	11	5,790.00
P24-01572	MCKESSON MEDICAL SURGICAL	CARL PERK_MEDICAL_MC KESSON_EQUIPMENT UNDER \$500	CHARLES A. JONES CAREER & ED	11	762.88
P24-01573	SCHOOLMATE INC	23/24 STUDENT PLANNERS	MARK TWAIN ELEMENTARY SCHOOL	01	781.52
P24-01574	APPLE INC	APPLE TV FOR CLASSROOM 23-24 SCHOOL YEAR	WASHINGTON ELEMENTARY SCHOOL	01	191.04
P24-01575	APPLE INC	IPADS FOR MATH CLASS - GEE	MIWOK MIDDLE SCHOOL	01	1,224.49
P24-01576	APPLE INC	IPAD NEEDED FOR PE INSTRUCTION	ENGINEERING AND SCIENCES HS	01	728.79
P24-01577	ODP BUSINESS SOLUTIONS LLC	Science PD supplies	HIRAM W. JOHNSON HIGH SCHOOL	01	264.50
P24-01578	CDW GOVERNMENT	MULTI-FACTOR AUTHENTICATION KEY FOBS	TECHNOLOGY SERVICES	01	40,781.25
P24-01579	FOLLETT SCHOOL SOLUTIONS	G. Didion Fall 2023 Library order (district funds)	LIBRARY/TEXTBOOK SERVICES	01	643.90
P24-01580	UNITED RENTALS N.A. INC	CONFIRMING TEMP LIGHT RENTAL FOR JFK P-LOT	FACILITIES MAINTENANCE	01	1,944.72
P24-01581	CENTRAL VALLEY GLASS & SCREEN	YPS - MIRROR RM 28 & 29	FACILITIES MAINTENANCE	01	2,482.45
P24-01582	S & K THEATRICAL DRAPERIES INC	WASHINGTON ELEM STAGE DRAPES	FACILITIES MAINTENANCE	01	4,943.75
P24-01583	GEMA GODINA	GARDENING SCHOOL BEAUTIFICATION 22.23	WASHINGTON ELEMENTARY SCHOOL	01	513.49
P24-01584	SCOE FINANCIAL SERVICES	6TH GRADE SLY PARK FIELD TRIP (DEPOSIT)	THEODORE JUDAH ELEMENTARY	01	2,100.00
P24-01585	FOLLETT CONTENT SOLUTIONS LLC	Miwok Fall 2023 Library order (district funds)	LIBRARY/TEXTBOOK SERVICES	01	970.88
P24-01586	HANNIBAL'S CATERING & EVENTS	SSHS WELLNESS TRAINING AUG. 23, 2023	STUDENT SUPPORT&HEALTH SRVCS	01	1,711.12
P24-01587	HANNIBAL'S CATERING & EVENTS	SSHS TRAINING/BACK TO SCHOOL KICK-OFF	STUDENT SUPPORT&HEALTH SRVCS	01	2,270.62
P24-01588	VANESSA DEHARO	REIMBURSEMENT - CLASSROOM VANESSA DEHARO	NEW JOSEPH BONNHEIM	09	12.87

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01589	BRITTANY HORI	SPORTS EQUIPMENT FOR INTERMEDIATE PE WHEEL	GENEVIEVE DIDION ELEMENTARY	01	430.40
P24-01590	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLY 2023-24 SY	MARTIN L. KING JR ELEMENTARY	01	192.58
P24-01591	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES MRS.COOKE SP.ED	MARTIN L. KING JR ELEMENTARY	01	138.36
P24-01592	AMAZON CAPITAL SERVICES	HMS- INSTRUCTIONAL MATERIAL 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	163.04
P24-01593	AMAZON CAPITAL SERVICES	SUPPLIES/MATERIALS (HOMELESS SERVICES) 2023-24SY	STUDENT SUPPORT&HEALTH SRVCS	01	21.20
P24-01595	WESTERN PSYCHOLOGICAL SERVICES	PSYCHOLOGIST PROTOCOLS	SPECIAL EDUCATION DEPARTMENT	01	17,254.19
P24-01596	BOOKS EN MORE	BooksEnMore B.G McCoy PS Library Order FY23-24	EARLY LEARNING & CARE PROGRAMS	12	447.14
P24-01597	BOOKS EN MORE	BooksEnMore Woodbine PS Library Order FY23-24	EARLY LEARNING & CARE PROGRAMS	12	423.86
P24-01598	BOOKS EN MORE	BooksEnMore SBA PS Library Order FY23-24	EARLY LEARNING & CARE PROGRAMS	12	435.17
P24-01599	BOOKS EN MORE	BooksEnMore John Bidwell PS Library Order FY23-24	EARLY LEARNING & CARE PROGRAMS	12	212.13
P24-01600	THINK SOCIAL PUBLISHING dba SO CIAL THINKING	PSYCHOLOGIST MATERIAL - AGRAMONTE	SPECIAL EDUCATION DEPARTMENT	01	171.08
P24-01601	PAUL BROOKES PUBLISHING CO INC	PSYCHOLOGIST MATERIAL - AGRAMONTE	SPECIAL EDUCATION DEPARTMENT	01	272.20
P24-01602	CDW GOVERNMENT	CDW - HR OFC EQUIPMENT FOR NEW EE	HUMAN RESOURCE SERVICES	01	15,350.07
P24-01603	BATTERY SYSTEMS	GOLF CART BATTERIES (RED)	HIRAM W. JOHNSON HIGH SCHOOL	01	1,134.31
P24-01604	AMAZON CAPITAL SERVICES	AT-OT MATERIAL (DoKn @ SES)	SPECIAL EDUCATION DEPARTMENT	01	110.57
P24-01605	AMAZON CAPITAL SERVICES	OT (MEGAN PETTRY)	SPECIAL EDUCATION DEPARTMENT	01	34.75
P24-01606	GOLDEN STATE COMMUNICATION	STUDENT SAFETY ITEMS - 2 WAY RADIO BATTERIES	WILLIAM LAND ELEMENTARY	01	378.44
P24-01607	CENTRAL INSTITUTE FOR THE DEAF	DHH MATERIAL (VELASCO)	SPECIAL EDUCATION DEPARTMENT	01	1,425.75
P24-01608	AMAZON CAPITAL SERVICES	PSYCHOLOGIST MATERIAL - AGRAMONTE 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	419.94
P24-01610	UNIVERSAL LIMOUSINE CO	UNIVERSAL LIMO - ATH TRANSPORT- TREAT AS CONFIRM	WEST CAMPUS	01	1,050.00
P24-01611	ASI PEAK ADVENTURES	HMS CHALLENGE DAYS 3/12 AND 3/13/24	HIRAM W. JOHNSON HIGH SCHOOL	01	6,300.00
P24-01612	NATIONAL AQUATIC SERVICES	SQ-5635; INVOICE 23-1199	BUILDINGS & GROUNDS/OPERATIONS	01	860.46
P24-01613	EAST BAY RESTAURANT SUPPLY INC	MIXING BOWL DOLLY WITH BOWL FOR CENTRAL KITCHEN	NUTRITION SERVICES DEPARTMENT	13	2,140.63

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01614	ODP BUSINESS SOLUTIONS LLC	MASTERS ENRICHMENT PROGRAM OFFICE SUPPLIES	NEW JOSEPH BONNHEIM	09	1,310.59
P24-01615	ODP BUSINESS SOLUTIONS LLC	PHONE HEADSET-BEE MOUA	CONTINUOUS IMPRVMT & ACNTBLTY	01	105.12
P24-01616	UNIVERSAL ATHLETIC LLC	WRESTLING SINGLET	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,951.18
P24-01617	CDW GOVERNMENT	REPLACEMENT SITE PRINTERS FY23-24	EARLY LEARNING & CARE PROGRAMS	12	12,888.34
P24-01618	CDW GOVERNMENT	HARD DRIVES FOR SECURITY CAMS	ROSEMONT HIGH SCHOOL	01	1,090.46
P24-01619	CDW GOVERNMENT	HP LaserJet Pro 4001 4001n	A.WARREN McCLASKEY ADULT	11	230.42
P24-01620	MULTI-HEALTH SYSTEMS INC	PSYCH PROTOCOLS - SOFTWARE	SPECIAL EDUCATION DEPARTMENT	01	5,215.22
P24-01621	US POSTAL SERVICE BUSINESS MAIL ENTRY UNIT	PERMIT #744 - 1st CLASS PRESORT FEE	PURCHASING SERVICES	01	620.00
P24-01622	THE NEW YORK TIMES CO	RENEWAL OF NEW YORK TIME SUBSCRIPTION 23-24SY	C. K. McCLATCHY HIGH SCHOOL	01	1,679.60
P24-01623	TEACHER SYNERGY LLC	ENVIROMENTAL SCI INST. MATERIALS	ENGINEERING AND SCIENCES HS	01	433.99
P24-01624	RIFTON EQUIPMENT	AT-PT MATERIAL - MoNa @ MARKOFER	SPECIAL EDUCATION DEPARTMENT	01	4,943.21
P24-01625	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	PROTOCOL - OT MATSUURA	SPECIAL EDUCATION DEPARTMENT	01	130.75
P24-01626	FOLLETT SCHOOL SOLUTIONS	Cal Middle Fall 2023 Library order	LIBRARY/TEXTBOOK SERVICES	01	982.28
P24-01627	FOLLETT SCHOOL SOLUTIONS	JFK Fall 2023 Library order (district funds)	LIBRARY/TEXTBOOK SERVICES	01	972.76
P24-01628	CDW GOVERNMENT	COLOR LASERJET PRINTERS	UMOJA INTERNATIONAL ACADEMY	01	6,394.57
P24-01629	OTW HOLDING CO dba OTW SAFETY	BARRICADES FOR PBIS EVENTS W PBIS LOGO	ALBERT EINSTEIN MIDDLE SCHOOL	01	4,092.64
P24-01630	FOLLETT SCHOOL SOLUTIONS	Fall 2023 Elem Library (6 sites, \$400, district \$)	LIBRARY/TEXTBOOK SERVICES	01	2,871.20
P24-01631	FOLLETT SCHOOL SOLUTIONS	LDV Fall 2023 Library order (district funds)	LIBRARY/TEXTBOOK SERVICES	01	648.62
P24-01632	GALE CENGAGE LEARNING	GALE/CENGAGE SUBSCRIPTION RENEWAL	UMOJA INTERNATIONAL ACADEMY	01	50.00
P24-01633	CURRICULUM ASSOCIATES LLC	I-READY LICENSE	ISADOR COHEN ELEMENTARY SCHOOL	01	10,849.20
P24-01634	HUMANWARE USA INC	VI MATERIAL - FORNELL	SPECIAL EDUCATION DEPARTMENT	01	3,113.81
P24-01635	SACRAMENTO COUNTY OFFICE OF EDUCATION	RESERVATION FOR SLY PARK 2023-2024	ISADOR COHEN ELEMENTARY SCHOOL	01	5,100.00
P24-01636	BOOKS EN MORE	BOOKS EN MORE-OAKRIDGE	EARLY LEARNING & CARE PROGRAMS	12	155.59

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01637	BOOKS EN MORE	BOOKS EN MORE-J. BIDWELL 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	205.23
P24-01638	BOOKS EN MORE	BOOKS EN MORE- ELDER CREEK 2023-24SY	EARLY LEARNING & CARE PROGRAMS	12	447.14
P24-01639	BOOKS EN MORE	BOOKS EN MORE EARL WARREN FY23-24	EARLY LEARNING & CARE PROGRAMS	12	154.23
P24-01640	BOOKS EN MORE	BOOKS EN MORE- GOLDEN EMPIRE 23-24SY	EARLY LEARNING & CARE PROGRAMS	12	179.13
P24-01641	FOLLETT SCHOOL SOLUTIONS	West Campus Fall 2023 Library order (district \$)	LIBRARY/TEXTBOOK SERVICES	01	963.18
P24-01642	SUPER DUPER INC	SPEECH MATERIAL - LTS DIGITAL	SPECIAL EDUCATION DEPARTMENT	01	13,595.75
P24-01643	CITY OF SACRAMENTO PUBLIC WORKS	SIDEWALK REPAIRS AT 1716 E STREET	FACILITIES MAINTENANCE	01	18,398.74
P24-01644	HARRIS AIR MECHANICAL INC	MATLS & INSTALL FURNACE @ J. SLOAT-SP ED ROOM 14	FACILITIES MAINTENANCE	01	19,850.00
P24-01645	JM ENVIRONMENTAL INC	EMERGENCY CKM SEWAGE CLEANUP	FACILITIES MAINTENANCE	01	47,820.00
P24-01646	ENGINEERED FLOORS LLC	GLAZING SHOP MATERIALS	FACILITIES MAINTENANCE	01	12,797.83
P24-01647	SACRAMENTO STAGE LIGHTING	CONFIRMING REPAIR TO STAGE LIGHTING @ JFK	FACILITIES MAINTENANCE	01	653.47
P24-01648	PRECISION COMMUNICATIONS INC	CAMERA RECORDERS	FACILITIES MAINTENANCE	01	283,150.85
P24-01649	DFS FLOORING LP	CONFIRMING - FLOORING MATERIALS	FACILITIES MAINTENANCE	01	6,601.51
P24-01651	GILCHRIST GOLF CARS, LLC	2018 YAMAHA DRIVE 2 GOLF CART W/COVER	RISK MANAGEMENT	67	8,957.16
P24-01652	BCI BURKE CO LLC	PLAYSTRUCTURE BRIDGE REPAIR @ LANGUAGE ACADEMY	FACILITIES MAINTENANCE	01	7,790.13
P24-01653	CURRICULUM ASSOCIATES LLC	IREADY MATH	PONY EXPRESS ELEMENTARY SCHOOL	01	1,037.15
P24-01654	ENGINEERED FLOORS LLC	GLAZING SHOP MATERIALS	FACILITIES MAINTENANCE	01	6,612.03
P24-01655	SIERRA NATIONAL ASPHALT	CONFIRMING /CAROLINE WENZEL ASPHALT REPAIR	FACILITIES MAINTENANCE	01	4,450.00
P24-01656	SIERRA NATIONAL ASPHALT	CONFIRMING / SUTTER MIDDLE ASPHALT REPAIR	FACILITIES MAINTENANCE	01	7,200.00
P24-01657	JM ENVIRONMENTAL INC	REMOVE & DISPOSE LEAD PAINT @ CKM	C. K. McCLATCHY HIGH SCHOOL	01	5,527.00
P24-01658	CALIFORNIA DEPT OF GENERAL SERVICES	454-1 SHADE STRUCTURES 1A - C. GREENWOOD DSA	FACILITIES SUPPORT SERVICES	01	6,445.91
P24-01660	AMAZON CAPITAL SERVICES	ADV. CERAMICS ASSIGNMENT CJ 2023-24SY	JOHN F. KENNEDY HIGH SCHOOL	01	130.46
P24-01662	SACRAMENTO COUNTY OFFICE OF ED	MOOT COURT COMPETITION FEES FY23-24 - LPPA	C. K. McCLATCHY HIGH SCHOOL	01	500.00
P24-01663	LEXIA LEARNING SYSTEMS LLC	LEXIA LEARNING SYSTEMS - SUBSCRIPTIONS PURCHASE	MULTILINGUAL EDUCATION DEPT.	01	12,246.00
P24-01664	KOMBAT INK	KOMBATINK INVOICE#2744 RP SOCCER	ROSA PARKS MIDDLE SCHOOL	01	2,215.23

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P24-01665	LUX BUS AMERICA CO	TRANSPORTATION 6TH GR. SCIENCE CAMP - YOSEMITE	JOHN D SLOAT BASIC ELEMENTARY	01	4,736.44
P24-01666	METRO LEAGUE	METRO LEAGUE ASSESSMENT (DUES) 4 HIGH SCHOOL	EQUITY, ACCESS & EXCELLENCE	01	4,655.00
P24-01667	CHRISTOPHER MODELLAS	FIELD STRIPING FOR FLAG FOOTBALL FY 24	EQUITY, ACCESS & EXCELLENCE	01	7,770.00
P24-01668	WILLIAM MACGILL & CO	AUDIOMETERS	HEALTH SERVICES	01	16,943.25
P24-01669	SCUSD - US BANK CAL CARD	SOUND SYSTEM FOR CIVIC PERMIT EVENTS	FACILITIES SUPPORT SERVICES	01	6,416.25
P24-01670	EAST BAY RESTAURANT SUPPLY INC	MILK COOLERS FOR BACKUP SCHOOL SITES	NUTRITION SERVICES DEPARTMENT	13	16,214.63
P24-01671	BRIAN FOSTER FOSTER REFEREE SERVICE	2023 SMALL SCHOOL COED SOCCER LEAGUE	EQUITY, ACCESS & EXCELLENCE	01	3,600.00
P24-01672	FOLLETT SCHOOL SOLUTIONS	\$200 Fall 2023 Elem. Library order (district \$)	LIBRARY/TEXTBOOK SERVICES	01	868.09
P24-01673	FOLLETT SCHOOL SOLUTIONS	Sam Brannan Fall 2023 Library order (dist funds)	LIBRARY/TEXTBOOK SERVICES	01	975.81
P24-01674	FOLLETT SCHOOL SOLUTIONS	Rosa Parks Fall 2023 Library order (dist funds)	LIBRARY/TEXTBOOK SERVICES	01	976.42
P24-01675	NATUREBRIDGE GGNRA	6TH GRADE SCIENCE CAMP	JOHN D SLOAT BASIC ELEMENTARY	01	10,304.00
P24-01676	KEVIN WONG	Kevin Wong All City Choir	MUSIC SECTION	01	450.00
P24-01677	BOOKS EN MORE	ENGLISH PURCHASE - CEDILLO 2023-24SY	AMERICAN LEGION HIGH SCHOOL	01	565.92
P24-01678	BSN SPORTS LLC	GIRLS BASKETBALL SHORT UNIFORMS 2023-24SY	WEST CAMPUS	01	971.94
P24-01679	BRAINPOP LLC	BRAIN-POP SCHOOL COMBO SUBSCRIPTION	MULTILINGUAL EDUCATION DEPT.	01	31,308.75
P24-01680	JENNIFER SANTOS	RIEMB CLASS SUPPLIES 2ND/3RD COMBO CLASS (VACANT)	SUY:U ELEMENTARY	01	162.57
P24-01681	CDW GOVERNMENT	COLORED PRINTER FOR SUPPORT CENTER	HIRAM W. JOHNSON HIGH SCHOOL	01	367.19
P24-01682	CDW GOVERNMENT	MONITOR FOR PRINCIPAL	ENGINEERING AND SCIENCES HS	01	606.26
P24-01683	FOLLETT SCHOOL SOLUTIONS	Rosemont Fall 2023 Library order (district funds)	LIBRARY/TEXTBOOK SERVICES	01	1,028.14
P24-01685	OPEN TEXT INC	OpenText License & Maintenance Renewal - Year 2	TECHNOLOGY SERVICES	01	74,404.68
P24-01686	KARA CHIN dba KBC CREATIVE	PHOTOGRAPHY- MIGUEL 2023-24SY	NUTRITION SERVICES DEPARTMENT	13	3,000.00
P24-01687	EMATH SOLUTIONS INC	EFOFEX LICENSES MATH	HIRAM W. JOHNSON HIGH SCHOOL	01	990.00
P24-01688	CURRICULUM ASSOCIATES LLC	I Ready Subscription	TAHOE ELEMENTARY SCHOOL	01	6,449.80
P24-01689	APPLE INC	AAC/AT - MULTIPLE STUDENTS	SPECIAL EDUCATION DEPARTMENT	01	54,423.50
P24-01690	APPLE INC	TECH MATERIAL FOR WIAT TRAINING	SPECIAL EDUCATION DEPARTMENT	01	64,436.00

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P24-01691	SCUSD - US BANK CAL CARD	Malware Bytes Protection Renewal for Servers	TECHNOLOGY SERVICES	01	1,199.70
P24-01692	ROSETTA STONE LLC	ROSETTA STONE LANGUAGE LEARNING LICENSE FY23-24	EARLY LEARNING & CARE PROGRAMS	12	3,000.00
P24-01693	GBC GENERAL BINDING CORP	LAMINATOR MAINTENANCE	HUBERT H BANCROFT ELEMENTARY	01	506.00
P24-01694	ALL WEST COACHLINES	CHARTER BUS FOR NEW TECH FIELD TRIP 11/29/23	CAREER & TECHNICAL PREPARATION	01	1,694.18
P24-01695	PAXTON PATTERSON LLC	SUTTER (MIWOK) MS-INSTALLATION FEES LATE BILLING	CAREER & TECHNICAL PREPARATION	01	2,400.00
P24-01696	FOLLETT SCHOOL SOLUTIONS	Will C Wood Fall 2023 Library order (dist funds)	LIBRARY/TEXTBOOK SERVICES	01	967.57
P24-01697	FOLLETT SCHOOL SOLUTIONS	J.Still MS (6-8) Fall 2023 Library (dist funds)	LIBRARY/TEXTBOOK SERVICES	01	510.27
P24-01698	ODP BUSINESS SOLUTIONS LLC	INSTRUCTIONAL SUPPLIES (RSP)	HIRAM W. JOHNSON HIGH SCHOOL	01	50.36
P24-01699	LAKESHORE LEARNING MATERIALS	PHOEBE TRAN - TRAYS	JOHN H. STILL - K-8	01	108.47
P24-01700	THE HOME DEPOT PRO	TRANSITION CLASS @ CHARLES JONES (DUFFORD-CORDOVA)	SPECIAL EDUCATION DEPARTMENT	01	1,086.41
P24-01701	SCUSD - US BANK CAL CARD	GoDaddy WildCard-Support Renewal SCUSD Websites	TECHNOLOGY SERVICES	01	674.98
P24-01702	APPLE INC	PURCHASE MICE /KEYBOARDS	HOLLYWOOD PARK ELEMENTARY	01	2,488.20
P24-01703	RENE SANCHEZ	SANCHEZ PAYBACK	NICHOLAS ELEMENTARY SCHOOL	01	994.91
P24-01704	MCKESSON MEDICAL SURGICAL	MEDICAL MC KESSON INTSTR. 2023-24SY	CHARLES A. JONES CAREER & ED	11	210.49
P24-01705	PRINTWORKS INC	PE UNIFORMS FOR 2023-2024SY	FERN BACON MIDDLE SCHOOL	01	6,855.00
P24-01706	JUDY YIMITING WONG dba TOPS PE N CO	LAW- PROMOTIONAL MATERIALS 2023-24SY	HIRAM W. JOHNSON HIGH SCHOOL	01	653.40
P24-01707	SCHOOL SPECIALTY	OT MATERIAL - JaLe @ EARL WARREN 2023-24SY	SPECIAL EDUCATION DEPARTMENT	01	38.93
P24-01708	THE HOME DEPOT PRO	HOME DEPOT 2023-24 SY	FATHER K.B. KENNY - K-8	01	1,245.59
P24-01709	GRAINGER INC	CARL PERK_MANUFACTURING_GRAINGER	CHARLES A. JONES CAREER & ED	11	2,669.55
P24-01710	TROXELL COMMUNICATIONS INC	(AFTERSCHOOL EQUIPMENT)	NEW JOSEPH BONNHEIM	09	71,107.50
P24-01711	B&H FOTO & ELECTRONICS CORP B& H PHOTO-VIDEO	CLASSROOM HEADPHONES	ALBERT EINSTEIN MIDDLE SCHOOL	01	618.57
P24-01712	BARNES & NOBLE BOOKSTORES INC ACCT 5858824	BOOKS	LUTHER BURBANK HIGH SCHOOL	01	365.40
P24-01713	ODP BUSINESS SOLUTIONS LLC	PRINTER TONER	JOHN D SLOAT BASIC ELEMENTARY	01	1,165.85

\*\*\* See the last page for criteria limiting the report detail.

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**Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01714	ODP BUSINESS SOLUTIONS LLC	CACHO TONER PURCHASE	AMERICAN LEGION HIGH SCHOOL	01	327.28
P24-01715	XENITH LLC	FOOTBALL SUPPLIES FOR ROSEMONT 2023-2024SY	EQUITY, ACCESS & EXCELLENCE	01	5,250.00
P24-01716	TERESA ANDERSON	CALENDLY - TREAT AS CONFIRMING	WEST CAMPUS	01	144.00
P24-01717	COLLEGE BOARD	TREAT AS CONFIRMING ORDER - PSAT INV#p2310507722	LUTHER BURBANK HIGH SCHOOL	01	758.88
P24-01718	GOLDEN STATE COMMUNICATION	MOTOROLA RADIOS-SECURITY	ALBERT EINSTEIN MIDDLE SCHOOL	01	2,061.45
P24-01719	SKIPS MUSIC INC	SOUND SYSTEM FOR PE	ALBERT EINSTEIN MIDDLE SCHOOL	01	1,181.61
P24-01720	LAKESHORE LEARNING MATERIALS	TABLES AND CHAIRS FOR TK	JOHN D SLOAT BASIC ELEMENTARY	01	4,823.89
P24-01721	GOLDEN STATE COMMUNICATION	MOTOROLA RADIO REPLACEMENT PARTS	WEST CAMPUS	01	362.95
P24-01722	FIRST CLASS BOOKS	NA_STUDY GUIDE_BOOKSTORE	CHARLES A. JONES CAREER & ED	11	649.00
P24-01723	CINTAS CORP	VN_T-SHIRT ORDER_BOOKSTORE	CHARLES A. JONES CAREER & ED	11	978.86
P24-01724	DECKER INC	ENGLISH - WHITEBOARD PURCAHSE - GUTIERREZ	AMERICAN LEGION HIGH SCHOOL	01	559.96
P24-01725	PAR INC	PSYCHOLOGIST PROTOCOL - MATERIAL	SPECIAL EDUCATION DEPARTMENT	01	26,195.86
P24-01726	AMADOR STAGE LINES INC	3RD GRADE CHARTER BUS IMAX	BG CHACON ACADEMY	09	1,273.00
P24-01727	RITA MCNAMARA	CALENDLY - TREAT AS CONFIRMING	WEST CAMPUS	01	150.00
P24-01728	RAYMOND NAVARRETE	CALENDLY - TREAT AS CONFIRMING	WEST CAMPUS	01	108.00
P24-01729	ADAMS ESQ	SPED LEGAL FEES-CONFIRMING	ADMIN-LEGAL COUNSEL	01	17,000.00
P24-01730	PERKINS ELECTRIC INC	0521-403 WEST CAMPUS SECURITY - FURNISH & INSTALL	FACILITIES SUPPORT SERVICES	21	37,975.00
P24-01731	PERKINS ELECTRIC INC	0560-403 MET SAC SECURITY - FURNISH & INSTALL	FACILITIES SUPPORT SERVICES	21	34,975.00
P24-01732	MIDSTATE SPECIALTIES	CAROLINE WENZEL FRONT DOOR	FACILITIES MAINTENANCE	01	12,532.63
P24-01733	THE HOME DEPOT PRO	6 THERMAL IMAGERS FOR THE ELECTRICAL SHOP	FACILITIES MAINTENANCE	01	2,035.73
P24-01734	CALTROL	HIRAM JOHNSON CHILLER WATER PUMP INSTALL	FACILITIES MAINTENANCE	01	1,190.00
P24-01736	CA DEPT OF GENERAL SERVICES DI VISION OF STATE ARCHITECT	0242-468 MATSUYAMA CAMPUS RENEWAL - DSA FEES	FACILITIES SUPPORT SERVICES	21	45,300.00
P24-01737	SMUD	0262-461 NICHOLAS NEW SCHOOL - SMUD FEES	FACILITIES SUPPORT SERVICES	21	19,952.00

\*\*\* See the last page for criteria limiting the report detail.

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**Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\***

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P24-01738	UNITED RENTALS N.A. INC	CONFIRMING TEMP LIGHT RENTAL FOR JFK P-LOT #3	FACILITIES MAINTENANCE	01	1,749.69
P24-01739	APPLE INC	REPLACEMENT LAPTOP FOR DIRECTOR	SAFE SCHOOLS OFFICE	01	1,629.66
P24-01740	WILLIAM MACGILL & CO	SUPPLIES FOR NURSES OFFICE 2023-24SY	WILL C. WOOD MIDDLE SCHOOL	01	261.00
P24-01741	GOPHER SPORT	RECESS & PE EQUIPMENT 2023-24SY	ETHEL I. BAKER ELEMENTARY	01	400.82
P24-01742	THE HOME DEPOT PRO	GRILL & COVER FOR SOLAR REGATTA 2023-24SY	ENGINEERING AND SCIENCES HS	01	1,043.50
P24-01743	TIGER SUPPLIES dbaTIGER MEDICAL	504 EQUIP - CHANGING TABLE 2023-24 SY	HEALTH SERVICES	01	2,334.23
P24-01744	DIANA MARTINEZ	REIMBURSEMENT - CLASSROOM SUP DIANA MARTINEZ	NEW JOSEPH BONNHEIM	09	10.86
P24-01745	GALLUP INC	CLIFTON STRENGTHS FOR LEADERS	STUDENT SUPPORT&HEALTH SRVCS	01	543.64
P24-01746	MAIUUSAM FLOYD	REIMBURSEMENT PRINCIPAL	LEATAATA FLOYD ELEMENTARY	01	592.49
P24-01747	THE HOME DEPOT PRO	TOOL FOR PLUMBING SHOP-SONDE 2023-2024SY	FACILITIES MAINTENANCE	01	1,945.36
P24-01748	CDW GOVERNMENT	Student and Data Staff Computer	TECHNOLOGY SERVICES	01	1,918.41
P24-01749	CREST THEATRE SACRAMENTO INC	Graduation Ceremony Venue	THE MET	09	3,280.00
P24-01784	ON PREMISE PRODUCTS INC dba SE RVESMART K-12 PRODUCTS	ELECT. F.S. VEHICLES FOR NUTRITON PROGRAM (GRANT)	NUTRITION SERVICES DEPARTMENT	13	189,767.50
<b>Total Number of POs</b>			<b>337</b>	<b>Total</b>	<b>13,737,629.58</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	270	11,429,763.68
09	Charter School	9	96,469.82
11	Adult Education	11	17,111.95
12	Child Development	24	88,920.75
13	Cafeteria	10	434,994.87
21	Building Fund	11	1,661,091.55
61	Cafeteria Enterprise Fund	1	319.80
67	Self Insurance	1	8,957.16
<b>Total</b>			<b>13,737,629.58</b>

\*\*\* See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\*

**PO Changes**

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
B24-00041	15,000.00	01-4320	General Fund/Non-Instructional Materials/Su	15,000.00-
B24-00044	8,000.00	01-4320	General Fund/Non-Instructional Materials/Su	5,000.00
B24-00080	12,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00
B24-00096	39,000.00	67-5800	Self Insurance/Other Contractual Expenses	3,000.00-
B24-00103	349,000.00	13-4710	Cafeteria/Food	73,976.98
B24-00119	555,000.00	13-4710	Cafeteria/Food	150,000.00
B24-00123	513,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	30,000.00
		13-4710	Cafeteria/Food	79,307.01
			Total PO B24-00123	109,307.01
B24-00142	180,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	10,000.00
		13-4710	Cafeteria/Food	30,000.00
			Total PO B24-00142	40,000.00
B24-00148	185,000.00	67-4320	Self Insurance/Non-Instructional Materials/Su	18,150.00-
		67-5800	Self Insurance/Other Contractual Expenses	3,000.00
			Total PO B24-00148	15,150.00-
B24-00201	1,000.00	13-4320	Cafeteria/Non-Instructional Materials/Su	700.00
B24-00256	1,000,000.00	13-4710	Cafeteria/Food	.00
B24-00310	108,000.00	13-4710	Cafeteria/Food	30,000.00
B24-00338	5,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00
B24-00340	3,861.68	01-4320	General Fund/Non-Instructional Materials/Su	361.68
B24-00341	4,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00-
B24-00356	1,941.27	01-4320	General Fund/Non-Instructional Materials/Su	1,058.73-
B24-00392	16,000.00	67-4320	Self Insurance/Non-Instructional Materials/Su	27,271.22-
B24-00403	156,000.00	13-4710	Cafeteria/Food	74,234.40
B24-00410	100.00	01-5832	General Fund/Transportation-Field Trips	3,900.00-
B24-00417	15,500.00	01-5832	General Fund/Transportation-Field Trips	12,000.00
B24-00428	160,000.00	13-4710	Cafeteria/Food	41,735.88
B24-00432	12,808.00	13-4710	Cafeteria/Food	23,192.00-
B24-00441	1,900.00	01-4310	General Fund/Instructional Materials/Suppli	1,100.00-
B24-00492	12,720.00	01-5800	General Fund/Other Contractual Expenses	1,500.00
B24-00498	37,107.78	01-4320	General Fund/Non-Instructional Materials/Su	12,107.78
B24-00551	11,000.00	01-4320	General Fund/Non-Instructional Materials/Su	8,000.00
B24-00594	40,000.00	01-5540	General Fund/Waste Removal	20,000.00-
B24-00605	4,500.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
B24-00615	15,000.00	01-5832	General Fund/Transportation-Field Trips	5,000.00
B24-00649	2,537.81	01-4320	General Fund/Non-Instructional Materials/Su	2,462.19-
B24-00653	143,000.00	13-4326	Cafeteria/Nutrition Ed/Paper Supplies	65,265.00
B24-00656	7,000.00	01-5832	General Fund/Transportation-Field Trips	3,000.00-

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Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\*

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
B24-00660	145,000.00	13-4710	Cafeteria/Food	44,190.49
B24-00661	186,227.00	13-4710	Cafeteria/Food	90,000.00
B24-00673	395,000.00	13-4710	Cafeteria/Food	100,000.00
B24-00677	130,000.00	13-4710	Cafeteria/Food	30,000.00
B24-00689	55,000.00	12-4310	Child Development/Instructional Materials/Suppli	15,000.00
B24-00691	6,000.00	01-5800	General Fund/Other Contractual Expenses	2,875.38
B24-00712	14,000.00	01-4310	General Fund/Instructional Materials/Suppli	9,000.00
B24-00726	14,000.00	01-4310	General Fund/Instructional Materials/Suppli	9,000.00
B24-00732	70,000.00	13-4710	Cafeteria/Food	40,000.00
B24-00748	132,000.00	13-4710	Cafeteria/Food	85,000.00
B24-00774	105,000.00	13-4710	Cafeteria/Food	45,000.00
B24-00861	40,000.00	13-4710	Cafeteria/Food	30,000.00
B24-00875	8,798.40	13-4710	Cafeteria/Food	1,817.60
CHB24-00023	15,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00025	4,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
CHB24-00095	13,000.00	01-4310	General Fund/Instructional Materials/Suppli	7,000.00
CHB24-00120	10,000.00	01-4310	General Fund/Instructional Materials/Suppli	5,000.00
CHB24-00125	1,500.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB24-00150	15,000.00	01-4320	General Fund/Non-Instructional Materials/Su	9,000.00
CHB24-00227	12,121.75	01-4310	General Fund/Instructional Materials/Suppli	8,436.25-
CHB24-00229	2,000.00	01-4310	General Fund/Instructional Materials/Suppli	1,000.00
CHB24-00249	2,348.78	09-4320	Charter School/Non-Instructional Materials/Su	348.78
CS22-00354	75,815.00	21-6170	Building Fund/Land Improvement	19,300.00
CS23-00353	100,000.00	21-5800	Building Fund/Other Contractual Expenses	50,000.00
CS23-00423	33,191.00	01-5800	General Fund/Other Contractual Expenses	2,478.00
CS23-00620	432,940.00	21-6170	Building Fund/Land Improvement	23,440.00
CS23-00621	421,020.00	21-6170	Building Fund/Land Improvement	22,020.00
CS23-00654	42,045.00	21-6170	Building Fund/Land Improvement	17,485.00
CS24-00037	30,859.50	01-5800	General Fund/Other Contractual Expenses	5,859.50
CS24-00130	41,000.00	01-5800	General Fund/Other Contractual Expenses	34,600.00
CS24-00193	60,758.20	01-5100	General Fund/Subagreements for Services abo	35,711.01
		01-5800	General Fund/Other Contractual Expenses	32.87-
			Total PO CS24-00193	35,678.14
CS24-00288	340,250.00	01-5100	General Fund/Subagreements for Services abo	3,934.92-
P23-01983	293,277.07	21-6205	Building Fund/Hazardous Materials Abatement	5,722.93-
P23-02197	3,719.20	13-4410	Cafeteria/Equipment \$500 - \$4,999	325.51
P23-04195	23,721.48	21-6200	Building Fund/Buildings (Improvements)	2,141.74
P24-00265	568,271.23	01-5800	General Fund/Other Contractual Expenses	400.00
P24-01334	650.00	01-5810	General Fund/Tickets/Fees/Regis.for Parents	3,600.00-

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Includes Purchase Orders dated 11/15/2023 - 12/14/2023 \*\*\*

Total PO Changes 1,242,320.63

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.





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1d

**Meeting Date:** January 18, 2024

**Subject:** Donations to the District for the Period of November 1-30, 2023

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

**Division:** Business Services

**Recommendation:** Accept the donations to the District for the period of November 1-30, 2023.

**Background/Rationale:** Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

**Financial Considerations:** None

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

**Documents Attached:**

- Donations Report for the period of November 1-30, 2023

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

B OF A - BANK OF AMERICA											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA24-0000829	Posted	Anthony Babella	8235	Check	11/14/23	2681			BA0000497	2023 Donation, A Babella, Ck:	9,000.00
	01-0812-0-8690-	- - - -0384-				9,000.00					
BA24-0000999	Posted	(000454) BENEVITY FUND	8246	Electronic F	11/08/23					11/08/23 BENEVITY FUND F	90.00
	01-0812-0-8690-	- - - -0384-				90.00					
<b>Total for Sacramento City Unified School District</b>											<b>9,090.00</b>

Fund-Object Recap		
01-8690	Donation Board Acknowledgement	9,090.00
<b>Fund 01 - General Fund</b>		<b>9,090.00</b>
<b>Total for Sacramento City Unified School District</b>		<b>9,090.00</b>

Org Recap	
<b>Sacramento City Unified School District</b>	
C - Check	9,000.00
E - Electronic Funds Xfer	90.00
<b>Total Receipts</b>	<b>9,090.00</b>
<b>Report Total</b>	<b>9,090.00</b>

\* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Starting Receipt Date = 11/1/2023, Ending Receipt Date = 11/30/2023, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8690, Accounts? = Y, Recap = O, Sort/Group = )



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1e

**Meeting Date:** January 18, 2024

**Subject:** **Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of November 1-30, 2023**

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

**Division:** Business Services

**Recommendation:** Approve attached list of warrants and checks.

**Background/Rationale:** The detailed list of warrants, checks and electronic transfers issued for the period of November 1-30, 2023 are available for the Board members upon request.

**Financial Considerations:** Normal business items that reflect payments from district funds.

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

**Documents Attached:**

Warrants, Checks and Electronic Transfers – November 1-30, 2023

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

Warrants, Checks and Electronic Funds Transfers

November 2023

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount</u>
County Accounts Payable Warrants	97420991 - 97421934	<b>944 items</b>	<b>\$ 27,939,087.26</b>
		General (01)	\$ 19,932,851.42
		Charter (09)	\$ 167,816.52
		Adult Education (11)	\$ 53,539.89
		Child Development (12)	\$ 40,962.78
		Cafeteria (13)	\$ 2,526,882.77
		Building (21)	\$ 2,239,650.23
		Developer Fees (25)	\$ 1,925.00
		Cafeteria Enterprise (61)	\$ 330.16
		Self Insurance (67)	\$ 2,899,311.81
		Self Ins Dental/Vision (68)	\$ 29,128.44
		Payroll Revolving (76)	\$ 46,688.24
		Alternate Cash Revolving Checks	00002391 - 00002419
General (01)	\$ 33,804.48		
Building (21)	\$ 342.56		
Self Ins Dental/Vision (68)	\$ 38.62		
Payroll Revolving (76)	\$ 45,263.47		
Payroll and Payroll Vendor Warrants	97896568 - 97897857	<b>1290 items</b>	<b>\$ 7,074,360.40</b>
		General (01)	\$ 2,681,693.23
		Charter (09)	\$ 79,184.77
		Adult Education (11)	\$ 19,113.00
		Child Development (12)	\$ 52,345.62
		Cafeteria (13)	\$ 129,171.44
		Payroll Revolving (76)	\$ 4,112,852.34
Payroll ACHs and Payroll Vendor EFTs	ACH 01551699 - 01558220 EFT 00000004 - 00000005	<b>6523 items</b>	<b>\$ 23,934,214.43</b>
		General (01)	\$ 21,891,071.29
		Charter (09)	\$ 629,000.17
		Adult Education (11)	\$ 206,763.68
		Child Development (12)	\$ 491,950.06
		Cafeteria (13)	\$ 603,610.60
		Building (21)	\$ 24,720.52
		Self Insurance (67)	\$ 16,306.90
		Self Ins Dental/Vision (68)	\$ 5,710.38
		Payroll Revolving (76)	\$ 65,080.83
County Wire Transfers for Benefit, Debt & Tax	9700350039 - 9700350048	<b>10 items</b>	<b>\$ 1,166,603.26</b>
		General (01)	\$ -
		Payroll Revolving (76)	\$ 1,166,603.26
<b>Total</b>	<b>8796 items</b>	<b>\$</b>	<b>60,193,714.48</b>



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1f

**Meeting Date:** January 18, 2024

**Subject:** Approve Minutes for the November 2, 2023 Regular Board of Education Meeting

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

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes for the November 2, 2023, Regular Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

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

**Documents Attached:**

1. Minutes of the November 2, 2023, Regular Board of Education Meeting

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Lisa Allen, Interim Superintendent <b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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# BOARD OF EDUCATION MEETING AND WORKSHOP

**Thursday, November 2, 2023**

**5:00 p.m. Closed Session**

**6:30 p.m. Open Session**

**Board of Education Members**

*Chinua Rhodes, President (Trustee Area 5)*

*Lavinia Grace Phillips, Vice President (Trustee Area 7)*

*Jasjit Singh, Second Vice President (Trustee Area 2)*

*Tara Jeane (Trustee Area 1)*

*Christina Pritchett (Trustee Area 3)*

*Jamee Villa (Trustee Area 4)*

*Taylor Kayatta (Trustee Area 6)*

*Liliana Miller Segura, Student Member*

**Serna Center**

*Community Conference Rooms*

*5735 47<sup>th</sup> Avenue*

*Sacramento, CA 95824*

## ***MINUTES***

***2023/24-11***

*Allotted Time*

**1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

*The meeting was called to order at 5:00 p.m.*

*Members Present:*

*Member Rhodes*

*Member Villa*

*Member Pritchett*

*Member Jeane*

*Member Kayatta*

*Members Absent:*

*Member Singh*

*Member Phillips*

*Student Board Member Segura*

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

*No public comment*

**3.0 CLOSED SESSION**

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

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

- a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)*
  - b) *Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (OAH Case No. 2023080037, OAH Case No. 2023080243, and OAH Case No. 2023080128)*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (Cancy McArn)*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Complaint*
- 3.4 *Government Code 54957- Public Employee Appointment*
- a) *Approve – Executive Director, LCAP*
  - b) *Approve- John Morse, Principal*
  - c) *Approve – Health Professions, Principal*
  - d) *Approve – Chief Legal Counsel*
- 3.5 *Education Code 35146- The Board will hear staff recommendation on the following student expulsions from 23-24: Expulsion #1 and #2 2023-2024 (Stephan Brown and David Van Natten)*

**4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

*The meeting was called back to order at 6:42 p.m.*

- 4.1 *The Pledge of Allegiance was led by Interim Superintendent Allen*
- 4.2 *Broadcast Statement by Student Board Member Segura*
- 4.3 *Stellar Student introduced by Interim Superintendent Allen*

**5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

*There were 5 announcements that came out of closed session.*

- *The Board approved a special education settlement identified as OAH case number 2023080243 by a vote of 7-0.*
- *The Board approved a special education settlement identified as OAH case number 2023080037 by a vote of 7-0.*
- *The Board approved a special education settlement agreement identified as OAH case number 2023080128 by a vote of 7-0.*
- *By a vote of 7 to 0, the Board approved the appointment of Holly Buckley as Principal of Health Professions.*
- *By a vote of 7 to 0, the Board approved the appointment of Dr. Edward Eldridge as Executive Director, LCAP.*

**6.0 AGENDA ADOPTION**

*President Rhodes stated that the Board will be pulling agenda item 9.4 due to staff requesting that it be pulled and brought back at a later date.*

## 7.0 PUBLIC COMMENT

15 minutes

*Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing through the district's website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.*

*Amy de la Salle*

## 8.0 COMMUNICATIONS

### 8.1 Employee Organization Reports:

- *SCTA- Nikki Milevsky shared that SCTA has been working very hard for the past several years to move the district in the direction of implementing community schools, following the 6 pillars of the National Education Association, and the 4 pillars recommended by the State of California. Ms. Milevsky shared that they are excited to hear later in this meeting that the Board will be making their appointments to the district-wide community schools steering committee. They are proud to have SCTA educators represented on the district-wide community schools committee, and the names of those representing were shared. They are highly motivated to get this important work started, and they look forward to working together with the district to get community schools' local school site committees up and running. Additionally, SCTA has resumed negotiations with the district related to the reopener on Article 12, Article 17, and Article 8. They are hoping to meet their goal, by having an agreement by November 15<sup>th</sup>. SCTA hopes to be back in two weeks to be able to announce a settlement.*
- *SEIU- Jim Riffle shared that if the district does not match external minimum wage amounts, we will lose employees. Some of our employees are legally required to be in the classroom. That means that you have to go to agency aides, and that is extremely expensive. Mr. Riffle shared that you can easily hire and maintain three aides for what you get from one agency aide. He stated that he can guarantee that the aides that work for this district, care about the children and their education, a whole lot more than an agency aide that comes for the money. Mr. Riffle shared that SEIU is having trouble with an HR Director, and that they feel that they are not receiving fair representation, or direction from this Director. At this point, SEIU will no longer be*

*working with her, and they are demanding that somebody else deal with their issues.*

- *TCS- The representative shared that since they report out for TCS and Teamsters, they should be granted 6 minutes to speak. President Rhodes granted them the 6 minutes. The representative shared that from what he is hearing, every bargaining unit is having issues with getting paid properly. Custodians that are under the Plant Managers, do not want to work overtime, because they are not getting paid. The Plant Managers do not want to stick around, and work afterwards to work overtime, because they are not getting paid. What you will see in our Teamsters and TCS proposals, is penalty pay. The issue is individuals not getting compensated for their work on time, and the payroll issue really needs to get fixed. The representative looks forward to bargaining with the district.*
- *Teamsters- Update included with TCS*
- *UPE- No update*

#### *8.2 District Advisory Committees:*

- *Student Advisory Council- No update*
- *Community Advisory Committee- No update*
- *District English Learner Advisory Committee- No update*
- *Local Control Accountability Plan/Parent Advisory Committee- No update*
- *Black/African American Advisory Board- No update*

### **9.0 SPECIAL PRESENTATION**

#### *9.1 Approve Resolution No. 3360: National School Bus Safety Week (Ron Hill)*

*Ron Hill introduced staff members that are a part of the transportation department. Mr. Hill shared that SCUSD is celebrating over 60 years of impeccable transportation services to our students and community. Mr. Hill shared how transportation plays an important role in the education of our students. Mr. Hill thanked the Board for the resolution.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Jeane shared the work that transportation does is so vital and important in ensuring that kids get to and from school safely. Member Jeane thanked staff for all the incredible work that they do.*

*Member Pritchett thanked the staff for all the work that they do.*

*Member Pritchett made a motion to approve with a second from Member Villa. The Board voted 7-0 with a student preferential yes vote.*

9.2 *Approve Resolution No. 3364 : Recognition of Veterans Day (Board Member Christina Pritchett)*

*Board Member Pritchett introduced Board Resolution No. 3364 and presented the resolution to SCUSD Veteran staff members.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Phillips shared that she will never not recognize someone who is willing to give up their autonomy to fight for what is right in this country. Member Phillips highlighted the first sentence written in the resolution and wants to make sure that moving forward we truly recognize, and are both honest and truthful with what we put in our record. Member Phillips stated that knowing that the United States was not founded this way for “all”, she would love that we just be honest with how we started, how we are where we are today, and where we can be in the future.*

*Member Pritchett made a motion with a second from Member Phillips. The Board voted 7-0 with the student Board member abstaining.*

9.3 *Approve Resolution No. 3365 : Native American Heritage Month (Manpreet Kaur and Christina Prairie Chicken)*

*Christina Prairie Chicken introduced students who would be taking part in reading the Native American Heritage Month resolution. Students from Albert Einstein, California Middle, and Golden Empire took turns reading the resolution.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Singh shared that recognitions are the least that we can do. Member Singh shared that we just heard from Member Phillips about the creation of this nation, and that creation comes at the behest and at the loss of so much*

*native land, families, and communities. Member Singh shared that it's truly amazing to see the resiliency and to see everyone standing here today. Member Singh wanted to recognize that we have made strides by changing the names of schools to people who represent, and are from this community. Member Singh will continue to push to ensure that the mascots and any other offensive material in this district continues to be erased, and will be erased forever for a better tomorrow.*

*Member Villa made a motion to approve with a second from Member Singh. The Board voted 7-0 with a student preferential yes vote.*

9.4 *Culture/Climate and Culturally Responsive Professional Learning (Daniel Rolleri)*

*Agenda item 9.4 was pulled to be brought back at a later date.*

9.5 *California Interscholastic Federation (CIF) Multi-School Agreement Discontinuation (David Parsh)*

*David Parsh shared that this presentation is to inform the Board and public that the district plans to discontinue the CIF multi-school agreement moving forward into the 2024-2025 school year.*

*Public Comment:  
No public comment*

*Board Comment:  
Member Kayatta asked David Parsh if he had reached out to any of the students, parents, or school administrators at these schools, and wanted to know if there was any feedback on individuals that were not in support of the multi-school agreement discontinuation.  
Member Jeane shared that she is thinking about the enrollment numbers at our smaller schools, and how it will impact enrollment, if students don't have the option to play sports. Member Jeane acknowledged that we are also thinking about how we are making sure that we are advocating for our larger schools, and their sports programs, and the students that are thriving there. Member Jeane is concerned about unintended consequences, and who will feel the negative impacts from this.  
Member Pritchett clarified the deadline for the discontinuation.  
Student Board Member Segura asked David Parsh if he had discussed this discontinuation with students directly.  
From a student perspective, Member Segura shared that*

*she doesn't think that students are aware of this taking place.*

*Member Singh hears everyone's concerns on the unintended consequences, and feels that if we can make a more concentrated effort to make sure that students who would be impacted are aware, and get student voices heard, it would be really helpful. Member Singh shared that we have to also make sure that the students who are playing sports at the comprehensive high schools, are put in positions to succeed according to the numbers that they're in.*

*Member Villa requested a comprehensive communication plan that will go out to students, families, and school sites. Member Villa shared that having a student who is engaged in a successful sports program is critical, and can change the trajectory of their high school career, so Member Villa wants to make sure that there is a comprehensive plan in place prior to the Board taking action on this.*

*Member Phillips clarified that if a student from a small school is going to play for a larger school, they take the enrollment from the smaller school in order for the one student to play in the larger school, and asked if there were any financial implications for us doing that.*

*Member Segura shared that going back to communication efforts, she urges staff to not only talk to students in the programs at the small schools, but branching out to student athletes at those schools that are not a part of the program, because they may not be aware of the program as a whole, so the implications of that being removed before they have had the opportunity to explore it as a whole, is a perspective that she feels should be explored and understood. Member Segura shared that staff should talk to students in the larger schools to get their opinions on how it would impact their athletic curriculum going forward.*

*Member Rhodes clarified the amount listed under the financial consideration. Member Rhodes clarified the fiscal impact and cost of adding intramural sports. Member Rhodes clarified that if we remove ourselves from CIF as a district, we will save \$7,768, and if we add any of these sports, we will be paying possibly \$9,000 which is more than we are leaving CIF for, or \$6,000 per sport which is more than we are leaving CIF for. Member Rhodes would like to know more information, because it seems like we're removing something that doesn't cost us much, and its impacting student's possibilities. Also, Member Rhodes wants to know about students that are not involved as much in sports, and what is the outreach at the smaller schools around the opportunities for them to be a part of these types of things.*

*Member Kayatta generally supports this, because it is not really about the money. This is the opportunity for our kids*

*to win and play against teams that are comparable to them. If it costs us a little bit of money to start up new sports for the kids that are at the smaller schools, he thinks it is worth doing. Member Kayatta thinks this is a good direction, and appreciates the work that David Parsh has done, and just wants to make sure that we listen to the students that this would impact prior to making any decisions.*

*Member Phillips shared that this is more about keeping our students safe, because if students show up and they are playing a division 1, and you really only have level 5 players, but you have enough players, it's actually dangerous. Member Phillips thinks this is more about the safety and letting our students have the ability to be able to compete, and win well.*

*Member Pritchett asked Mr. Parsh to provide an analysis for the entire district regarding CIF status, changes, and the impacts of this discontinuation for all of our students. Superintendent Allen shared that this item will be brought back at a future meeting with more data and information.*

9.6 *Board Member Appointees to the Community Schools Advisory Committee (CSAC) (Jacqueline Garner)*

*Member Jeane shared that she is excited to officially announce our Board appointees for our Community Schools Advisory Committee. The Community Schools Advisory Committee members will work closely with each other to provide valuable insights, feedback, and recommendations to help our schools grow and thrive. The following members include Jennifer Dare Sparks, MFA from Area 1, April Ybarra from Area 2, Patricia Schneider from Area 3, Henrietta Gutierrez from Area 4, Frank DeYoung from Area 5, Terrence Gladney from Area 6, and Seanella Barnes from Area 7. Those appointed will serve a minimum of 1 year. These appointees were carefully selected for their commitment to ensure underserved communities receive equitable resources, to create community partnerships, and to foster the self-empowerment that is necessary to support student learning, strong families, and thriving communities.*

*Public Comment:*

*No public comment*

*Board Comment:*

*No Board Comment*

*Member Villa made a motion to move with a second from Member Rhodes. The Board voted 6-1 with a student preferential yes vote, and Member Phillips abstaining.*

## **10.0 PUBLIC HEARING**

### **10.1 *Hearing and Adoption of the District's Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2022-2023 Re-Opener and 2023-2024 Successor (Cancy McArn)***

*Cancy McArn shared that this item is important for the community to know that we are engaging in these conversations around negotiations, and the initial areas that we will be looking at in these proposals. Dan Shallack shared the articles that the district is putting forward to engage in conversation. Dan Shallack shared that for the reopener and the successor, we will be bargaining for Article 8 (salary and health benefits), but specifically for the successor, we will be bargaining for Article 5 (evaluation/work performance), Article 9 (the work year), Article 10 (promotions, assignments, vacancies, and transfer), Article 11 (retiree health benefits), and Article 12 (summer school).*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

*Member Villa made a motion to move into action with a second from Member Rhodes. The Board voted 7-0 with a student preferential yes vote.*

### **10.2 *Receive Initial Proposals Regarding United Professional Educators (UPE) Collective Bargaining Agreement Negotiations for 2023-2024 Successor (Cancy McArn)***

*Cancy McArn shared that UPE wants to make sure that the Board is aware that they are opening Articles 8 and Articles 12.*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

### **10.3 *Hearing and Adoption of the District's Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2022-2023 Re-Opener and 2023-2024 Successor (Cancy McArn)***

*Cancy McArn shared that the next two units that we will be talking about are represented by Teamsters. The Teamsters Classified Supervisors specifically are engaging again in reopeners for the 2022-23 school year as well as the successor. Dan Shallack shared that for both the reopener and the successor, we will be bargaining for Article 6 (compensation), and for the reopener, we are bargaining specifically for Article 8 (hours), Article 9 (assignments), Article 13 (transfers and promotions), Article 14 (performance evaluations), Article 15 (personnel files), and Article 17 (professional growth program).*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

*Member Pritchett made a motion to move into action with a second from Member Villa. The Board voted 7-0 with a student preferential yes vote.*

*10.4 Received Initial Proposals Regarding Teamsters Classified Supervisors (TCS) Collective Bargaining Agreement Negotiations for 2023-2024 Successor (Cancy McArn)*

*Cancy McArn shared that in regard to sunshing, TCS submitted for Article 6, Article 9, Article 10 (holidays), Article 11 (vacations), Article 17, and Article 23 (duration of the contract).*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

*10.5 Hearing and Adoption of District's Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2022-2023 Re-Opener and 2023-2024 Successor (Cancy McArn)*

*Dan Shallack shared that for both the reopener and the successor, we will be bargaining for Article 6. For the successor, we will be bargaining over Article 8, Article 9, Article 13, Article 14, Article 15, and Article 17.*

*Public Comment:*  
*No public comment*

*Board Comment:*  
*No Board comment*

*Member Pritchett made a motion to move into action with a second from Member Villa. The Board voted 7-0 with a student preferential yes vote.*

*10.6 Receive Initial Proposals Regarding Teamsters Union, Local 150 (Teamsters) Collective Bargaining Agreement Negotiations for 2023-2024 Successor (Cancy McArn)*

*Cancy McArn shared that Teamsters is sunshing Article 6, Article 9 (annual footwear), Article 10, Article 11, Article 17, and Article 23. Teamsters has indicated that they may potentially want to address a new area as well.*

*Public Comment:*  
*No public comment*

*Board Comment:*  
*No Board comment*

*10.7 Public Hearing and Approval of Resolution No. 3354: Compliance with the Pupil Textbook and Instructional Materials Incentive Program (Shannon Pella)*

*Shannon Pella discussed the compliance with the Pupil Textbook and Instructional Materials Incentive Act. Education Code Section 60119 (as revised by Chapter 900, Statutes of 2004) specifies the governing board shall hold a public hearing on or before the end of the eighth week of the school year. The Board shall make a determination through a resolution as to whether each pupil in the district has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the state board, and to identify the remedy for any insufficiencies. Shannon Pella shared the purpose of SCOE's visits to SCUSD schools, the steps required to ensure sufficiency, 2023-24 Williams Site visits, textbook sufficiency data, and the recommendation to approve Resolution No. 3354.*

*Public Comment:*  
*No public comment*

*Board Comment:*

*Member Kayatta thanked staff for their work and SCOE for supporting us in this effort. Member Kayatta wanted to celebrate the fact that, although at times we haven't had the newest textbooks, we take action to get them. Member Kayatta shared that the date on the resolution needs to be revised to November 2<sup>nd</sup>.*

*Tascha Weatherall wanted to lift up the team of three individuals that she works with that distributes all the curriculum to every single site at this district, and wants to make sure that they are appreciated and noticed for all their hard work that they put in every day. As a side note, all the new history and social science textbooks that have been distributed to the K-12 sites, were hand barcoded by this group of three individuals with some additional helpers. Shannon Pella thanked Tascha for all her hard work and wanted to recognize these additional individuals on the library textbook services team by name (Kimberlee Chang, Eric Crotty, and Sierra Campbell).*

*Public Comment:  
No public comment*

*Board Comment:  
No Board comment*

*Member Pritchett made a motion to move into action with a second from Member Villa. The Board voted 7-0 with a student preferential yes vote.*

*10.8 Resolution No. 3366 To Authorize and Approve Energy Services Contract with Efficient Lighting Design, Inc. (Chris Ralston)*

*Chris Ralston shared details regarding LED Lighting Retrofit Government Code 4217. The project highlights include replacing exterior light fixtures with energy efficient light fixtures, work timeline is December 2023-June 2024, 25 sites will receive work, average of 90% energy savings per light fixture, will receive SMUD energy retrofit rebate, expected project payback period of 8 years, and district negotiated 10 year material warranty (1 year typical).*

*Public Comment:  
No public comment*

*Board Comment:  
Member Jeane clarified if there was an oversight committee of community members for these funds, and if they were a part of this process.*

## **11.0 BOARD WORKSHOP/STRATEGIC INITIATIVE**

### *11.1 Facilities Plan Update (Nathaniel Browning)*

*Nathaniel Browning shared research around the facilities plan, a background of the plan, recognitions, how the plan is implemented, and the second round of “Vision” projects identified.*

*Public Comment:*

*No public comment*

*Board Comment:*

*Member Kayatta shared that he thinks that we are spending Measure H funds in the way that our community would want, but he does think there is a little bit of a disconnect with the staff report and the language of the bond. Ultimately, we have a lot more need than what we got for Measure H. We have had a lot of investments that we have needed to make to have top tier facilities to educate our kids, so they can go forward into our new economy. Member Kayatta thinks that we need to make sure that if we are going to go back out into the community to ask for more bond revenue, so we can continue these efforts, we need to be clear in what we are doing with it. Member Kayatta thinks we should also look at not just replacing schools with a newer version of what was there, but looking at what we want for our community. Member Kayatta just really wants to be deliberate and intentional as we consider our future investments, and having conversations with our involved stakeholders and taxpayers.*

*Member Rhodes asked Nathaniel Browning to clarify how much time was spent speaking to community members, stakeholders, and taxpayers around what is going on, how this impacts them, the structures of how we are building schools, and how we are incorporating the things that Member Kayatta has mentioned.*

*Member Phillips thanked Nathaniel Browning for being one of the leaders in the change and revolution against educational gentrification and redlining.*

### *11.2 Approval of 2023 General Obligation Refunding Bonds in a Maximum Principal Amount of \$201.85 Million (Janea Marking and Dale Scott)*

*Janea Marking introduced the district’s Financial Advisor, Joe Crump, from Dale Scotts and Associates. Mr. Crump presented on the refinancing of a portion of the district’s outstanding general obligation bonds. Mr. Crump shared*

*the overview of financing, interest rate history, estimated taxpayer savings, and a timetable for refunding bonds.*

*Public Comment:*

*No public comment*

*Board Comment:*

*Member Kayatta shared that bonds are an unfortunate necessity for public entities, such as ourselves, to be able to buy things upfront with money we don't have right now.*

*Member Kayatta shared a parable from an investment book. Member Kayatta stated that there are pretty significant costs in doing this refunding which is in the range of \$1.6 to \$3.5 million dollars. Member Kayatta shared that obviously we need to protect the taxpayers and save their money when we can. We need to do it deliberately, and in a way that we recognize that we need to pay these fees, but we do it in a way where the savings make sense. Member Kayatta would like to see the fees be at least a 1:4 ratio to the amount of savings that we can get.*

*Member Pritchett asked Mr. Crump to clarify if there would be an impact on our credit rating for this.*

*Member Kayatta made a motion that we would move to proceed, if the amount of protected savings is 3 times to give us some flexibility, so if the estimated savings are at least 3 times the cost of fixed cost of refunding the bonds.*

*Member Singh seconded the motion.*

*Member Jeane wanted to clarify what the unintended consequences are, and what we would run into if that is not what is being proposed here. Member Jeane wanted to clarify if this means we are negotiating, what are we negotiating, and what are we asking of staff. Member Jeane requested more information prior to making a decision.*

*Member Phillips wanted to clarify that if someone is watching the market, and we are getting reports that say that now is a good time, is that how this would work?*

*Member Phillips clarified how frequently the Board would receive reports.*

*Janea Marking shared that of course there are fees that are associated with any sort of issuance for refunding.*

*Especially, when you are looking at a refunding, and what the net benefit for the district is. Mrs. Marking shared that it sounds like there is interest in this as long as the benefit meets a certain threshold, and if the benefit is not at the threshold, then why would we engage in this? Mrs.*

*Marking shared that this is at the discretion of the Board's decision. Mrs. Marking shared that Dale Scott and Associates is watching the market on a regular basis. They are looking out for our benefit, and we are here tonight*

*seeking the authority of the Board to move forward, but we have discussed this may not be the best time. The Board can give the authority, but state that they want to know the benefit, it needs to meet this threshold before we move forward, or perhaps you want us to just wait until we get to a point where that benefit threshold is already there. Then, we can come back and have a conversation.*

*Member Kayatta would like to authorize this tonight with action, but set a guardrail. Member Kayatta brought back his initial motion, and shared that he feels that the time is right when the ratio is 1 fees to 3 savings.*

*Member Rhodes clarified Member Kayatta's motion.*

*Member Kayatta clarified that he would be willing to go back to approving as is, if his second isn't amendable to that. It sounds like the parameters he's discussing are something that they don't want to get into that detail.*

*Member Singh wants to clarify that he is not negotiating from the dais, and heard Member's Kayatta's motion as a guardrail, and appreciates Mrs. Marking explaining the process and where we're at right now.*

*Member Kayatta shared that if the motion still stands, it is to approve the action as presented, and the direction is informal. Member Singh provided a second to the motion. The Board voted 7-0 with the student Board member abstaining.*

### *11.3 Superintendent Search Firms (Board President Chinua Rhodes)*

*President Rhodes shared that we will be having an open conversation around the search firms which includes Leadership Associates, McPherson & Jacobson, and Alma. This discussion will assist us in knowing how to move forward with our possible search firm.*

*Public Comment:*

*Nikki Milevsky*

*Board Comment:*

*Member Jeane made a motion to move this conversation until January of February with a second from Member Villa.*

*Member Jeane believes that the work being done through the listening sessions needs to be completed prior to having a conversation about what leader would be guiding us through the next phases of our district.*

*Member Phillips has concerns about delaying the opportunity of having a search firm available.*

*Member Rhodes had Member Pritchett provide her knowledge around superintendent searches.*

*Member Singh shared that all three firms provided timelines, and he asked that the Board continue the conversation at upcoming Board meetings. Member Singh does not feel comfortable tabling it that far, and rather the Board retake a look at the timelines.*

*President Rhodes shared that all of the firms had timelines that were flexible based on the district's needs.*

*Member Villa shared that this is one of the biggest decisions as a Board member that we can make, so she does not feel comfortable rushing a process that will make such an impact. As a Board, they have talked about how they want to make change, and this is the right way to do it, and really doing the work and spending the time to figure out their process, and dig into what our community is asking from them, and doing it right.*

*Member Kayatta shared that there are overlapping timelines on initiatives that the Board is engaged in right now, and they have dropped the ball on meeting their own timelines which has put us into this situation. We have already been working with the Council of Great City Schools on what's been described here which is establishing guardrails for the district before we hire a superintendent, and we are at least a month behind on that process. This means that the timeline that we had expected for this is not possible, if we are going to continue to meet that. Member Kayatta shared that you want to have time to pick a superintendent and not forced to pick a superintendent. Member Kayatta does not want to be in a situation where all of a sudden we have no superintendent, and we have to make a rushed decision.*

*Member Phillips shared that the Board needs to rally themselves and work on getting what they need to get done, done.*

*Student Board Member Segura shared that talking directly to the community is an extremely important step in this process and understanding what the families at the district want from this, but she also thinks that we can keep in mind that these firms also wanted to talk to the community directly, so that step would be covered, but not directly from the listening sessions that are currently happening.*

*Member Jeane has the same concerns that Member Kayatta and Member Phillips have, and this is why she proposed to table this, because she wants to go through the listening session process, and how the 7 Board members can start working together and pulling in the same direction. Member Jeane shared that she is not able to say that she wants to hire any of the three firms that we have right now, and if needed, she can explain why every single one of the firms concerns her.*

*Member Kayatta shared that he thinks that the Board should vote on Tara's motion to see where we are at.*

*President Rhodes circled back to Member Jeane's motion. Member Jeane made a motion to move this conversation to January with a second from Member Villa. The Board voted 3 to 4 with President Rhodes, Member Phillips, Member Kayatta, and Member Singh voting no as well as a student preferential no vote. The motion did not pass. President Rhodes made a motion to bring back the item in December with a second from Member Villa. The Board voted 5- 2 with Member Kayatta and Member Phillips voting no. Student preferential vote was no.*

## **12.0 COMMUNICATIONS**

### *12.1 Superintendent's Report (Lisa Allen)*

*Superintendent Allen asked the community to assist with the jacket drive at Serna Center through November 10<sup>th</sup>. Superintendent Allen shared that the SCUSD High School Specialty Program application window has officially opened on Monday, and will run through Friday, November 17<sup>th</sup>. SCUSD offers 31 specialty programs at our neighborhood and small specialized high schools, and families can use our school finder tool to learn about the different specialty programs throughout the district. Superintendent Allen congratulated the Fall student athletes on their playoff success. The West Campus girl's golf team won this year's CIF San Joaquin section Division 4 championships. Also, in girl's golf Samantha Tom of Kennedy High School qualified as an individual for the CIF San Joaquin girls golf master's tournament. Superintendent Allen highlighted the Miwok Middle School's boys and girls cross country teams for winning the SCUSD cross country championships. Superintendent Allen invited the community to Floyd Farms this Saturday for the free Food Literacy Harvest Festival taking place from 10am to 1pm.*

### *12.2 President's Report (Chinua Rhodes)*

*President Rhodes shared the listening session taking place this Friday at Burbank High School, and invited the community to attend.*

### *12.3 Student Member Report (Liliana Miller Segura)*

*Member Segura shared that SAC has been doing outreach for new board members from schools that weren't previously represented. There are 2 new members. One member is from Rosemont High School, and the other member is from Hiram Johnson High School. SAC has been working on the data collection from their survey, and they have over 1,000 responses which is one of the best turnouts that they have ever had with the survey.*

### *12.4 Information Sharing by Board Members*

*Member Singh shared that this month we are celebrating Sikh Awareness and Appreciation Month in California. Member Singh shared that 39 years ago today, the 1984 Sikh genocide was taking place by the Indian government where tens of thousands of Sikh*

*individuals were brutally killed. Member Singh shared that the Sikh community has survived multiple genocides by multiple regimes. Member Singh shared that indiscriminate violence will never solve anything, and as a member of the interfaith community, he knows that they are strongest when they are united in prayer. Member Singh has been reading multiple resources on how to discuss war with children, and all of the resources speak about compassion and focusing on the folks who are helping and letting them know that there are adults doing everything in their power to help solve the issue. Member Singh wants students and families at SCUSD to know that he is that adult doing everything in his power to raise his voice for peace.*

### **13.0 CONSENT AGENDA**

*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.*

#### **13.1 Items Subject or Not Subject to Closed Session:**

*13.1a 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 (Janea Marking)*

*13.1b Approve Personnel Transactions 10/19/2023 (Cancy McArn)*

*13.1c Approve Personnel Transactions 11/2/2023 (Cancy McArn)*

*13.1d Approve Business and Financial Report: Warrants, Checks and Electronic Transfers issued for the Period of September 1-30, 2023 (Janea Marking)*

*13.1e Approve Donations to the District for the Period of September 1-30, 2023 (Janea Marking)*

*13.1f Approve Resolution No. 3357: Resolution Regarding Board Stipends (Lisa Allen)*

*13.1g Approve Resolution No. 3359: Resolution Regarding Board Stipends (Lisa Allen)*

*13.1h Approve Resolution No. 3361: Authorizing Delegation of Power to Contract to Include Janea Marking (Janea Marking)*

*13.1i Approve Resolution No. 3362: Authorization of Personnel to Sign Orders on District Funds (Janea Marking)*

*13.1j Approve Business and Financial Report: PO Report August 15 – September 14, 2023 (Janea Marking)*

*13.1k Approve Minutes of the September 7, 2023, Board of Education Meeting (Lisa Allen)*

*13.1l Approve Staff Recommendations for Expulsions, # 1 and #2 2023/2024 (Stephan Brown and David Van Natten)*

*13.1m Approve Resolution No. 3366 To Authorize and Approve Energy Services Contract with Efficient Lighting Design, Inc. (Chris Ralston)*

*Member Kayatta pulled item 13.1a to discuss the contract with UC Merced Educational Partnerships. Member Phillips requested to pull 13.1l #1.*

*Member Phillips made a motion to approve the consent agenda with the removal of the two items pulled for discussion with a second from Member Villa. The Board voted 7-0.*

*Member Kayatta shared that the contract with UC Merced Educational Partnerships is with our technology department, and Member Kayatta shared that with any contracts made with outside entities, he thinks that the dollars really need to prove their worth to make sure that we have things that are well-suited for us. UC Merced Educational Partnerships is a place where our former Superintendent worked before he came here, and he brought it with him. It is a program that is designed for Central Valley students, and it looks like SCUSD is currently the only district working with them. Member Kayatta believes that if we are going to be working with a college partner, we should be working with local schools. Member Rhodes shared that some Board members recently sat in on a presentation from Dr. Ed Eldridge which showed that we are doing more with data integration. Dr. Eldridge was able to share how it services our system. Member Rhodes has seen the utility of the actual partnership and how it is actually impacting us district-wide. Dr. Ed Eldridge shared the positive impacts of working with UC Merced Educational Partnership.*

*President Rhodes made a motion to approve with a second from Member Villa. The Board voted 6-1 with Member Kayatta voting no, and a student preferential yes vote.*

*Member Phillips made a motion to put item 13.1l #1 to a vote with a second from Member Pritchett. The Board voted 5-2 with Member Phillips and Member Singh voting no. Member Segura abstained.*

**14.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS      Receive Information**

*14.1 Business and Financial Information: Enrollment and Attendance Report, Month 1, Ending September 22, 2023 (Janea Marking)*

**15.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *November 16, 2023, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*
- ✓ *December 14, 2023, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

## **16.0 ADJOURNMENT**

*President Rhodes adjourned the meeting at 10:20p.m.*

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*Lisa Allen, Interim 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](http://www.scusd.edu)*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1g

**Meeting Date:** January 18, 2024

**Subject:** Approve staff recommendations on the following student readmissions from 2021-22 and 2022-23: Expulsion # 4 (2021-22) and Expulsions # 11, 21, 22, and 23 (2022-23)

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

**Division:** Deputy Superintendent's Office and the Student Hearing and Placement Department

**Recommendation:** It is recommended that the Board readmit five (5) students who have met all of the requirements of their expulsion orders.

**Background/Rationale:** This is a required process and consistent with the expectations set forth in the California Education Code.

**Financial Considerations:** N/A

**LCAP Goal(s):** N/A

**Documents Attached:** N/A

<p><b>Estimated Time of Presentation:</b> N/A</p> <p><b>Submitted by:</b> Mary Hardin Young, Deputy Superintendent David Van Natten, Director</p> <p><b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1h

**Meeting Date:** January 18, 2024

**Subject:** Approve Annual Adjustment to Bid Threshold per Public Contract Code §20111

- 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:** Approval of annual adjustment to the bid threshold per Public Contract Code §20111 from \$109,300 to \$114,500.

**Background/Rationale:** Public Contract Code §20111 (d) requires the State Superintendent of Public Instruction to annually adjust the bid threshold amounts on contracts awarded by school districts to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services. Types of contracts subject to the bid threshold include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district.
2. Services, except construction.
3. Repairs, including maintenance.

Effective January 1, 2024 the bid threshold in Public Contract Code §20111(a) is increased to \$114,500.

**Financial Considerations:** Not applicable.

**LCAP Goals(s):** Operational Excellence

**Documents Attached:**

1. Limits for the Procurement of Goods and Services

**Estimated Time:** N/A  
**Submitted by:** Janea Marking, Chief Business Officer  
 Robert Aldama, Purchasing Manager II  
**Approved by:** Lisa Allen, Interim Superintendent

## Sacramento City Unified School District Limits for the Procurement of Goods and Services

	MULTIPLE SUPPLIERS		PUBLIC CONSTRUCTION PROJECTS (CUPCCAA)
	GOODS	SERVICE	
Requisition Quote	\$250 - \$7,499	\$250 - \$7,499	
(2) Phone/Fax Quotes	\$7,500 - \$19,999	\$7,500 - \$19,999	
(3) Written Quotes	\$20,000 – \$114,500	\$20,000 – 114,500	\$0 – \$60,000
Informal Bidding Public Works (PCC20112)*	-	-	\$60,001- \$200,000
Formal Bidding Labor (PCC20112)*	-	>\$114,500	-
Formal Bidding Material & Supplies (PCC20112) & Public Works (PCC22032)*	>\$114,500	-	>\$200,000
Limited Specialty Suppliers	None Required	None Required	

### Specialty Suppliers

- Textbooks
- Specific Curriculum
- Single Source
- Utilities
- Sanitation

### Goods

- Arts & Craft Supplies
- Computer Equipment/Supplies
- Classroom Supplies
- Office Equip/ Supplies
- Custodial Equipment/ Supplies
- Sports Equipment
- Furniture
- Vehicles

### Service

- Refrigeration Repair
- Routine/Recurring Work
- Vehicle Repair
- Minor repainting
- Landscape Maint.
- Equipment Maint.

### Public Works

- Construction
- Reconstruction
- Alteration
- Renovation
- Improvement
- Demolition
- Repair Work
- Roofing
- Painting
- Electrical

\* Contracts require Board of Education approval prior to start of work.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1i

**Meeting Date:** January 18, 2024

**Subject:** **Approve Resolution No. 3372: Resolution of Intention to Convey Public Utility Easement Entitlements to the Sacramento Municipal Utilities District for the Nicholas Elementary School Reconstruction**

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

**Division:** Facilities Support Services

**Recommendation:** Approve Resolution No. 3372, which provides notice of a Public Hearing and the adoption of the Sacramento Municipal Utilities District (SMUD) Easement Entitlements Resolution at its regularly scheduled Board Meeting on Thursday, February 15<sup>th</sup>, at 6:30 PM.

**Background/Rationale:** The District is rebuilding Nicholas Elementary School and will need numerous Easements for outside entities and SMUD has jurisdiction over the electrical distribution facilities that serve the Nicholas Elementary site. SMUD requires a utility easement to provide necessary electrical services to the site.

Pursuant to Education Code 17557, the District must adopt a Resolution of Intention to dedicate or convey any District property prior to the adoption of a Resolution which dedicates or conveys property and provide notice to a Public Hearing.

Pursuant to Education Code 17558, copies of the adopted Resolution of Intention must be posted in three public places within the District not less than 10 days before the date of the meeting and publish the notice in a newspaper of general circulation not less than 5 days before the date it plans to provide a Public Hearing and adopt the Resolution.

**Financial Considerations:** N/A

**LCAP Goal(s):** Operational Excellence

**Documents Attached:**

1. Resolution No. 3372
2. Attachment A outlining location of proposed easement

**Estimated Time of Presentation:** N/A

**Submitted by:** Nathaniel Browning, Director of Facilities

**Approved by:** Lisa Allen, Interim Superintendent

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

**RESOLUTION NO. 3372**

**RESOLUTION OF INTENTION TO CONVEY PUBLIC UTILITIES EASEMENT TO  
THE SACRAMENTO MUNICIPAL UTILITIES DISTRICT AT NICHOLAS  
ELEMENTARY SCHOOL**

**WHEREAS**, the Sacramento City Unified School District (“District”) owns the property at Nicholas Elementary School located at 6601 Steiner Drive, in the County of Sacramento;

**WHEREAS**, District’s request for Sacramento Municipal Utility District (SMUD) Service at Nicholas School requires installation in accordance with SMUD’s rules and regulations;

**WHEREAS**, SMUD is seeking to acquire a permanent easement (“Permanent Easement”) for the Utility Access, which will consist of the installation of utility access facilities near the Northern property line and along Steiner Drive, just north of the future school parking lot;

**WHEREAS**, SMUD’s design team has drafted Commitment Notification # 32242265 Job # 30188264 Revision 2, Attachment A with the while scope of the project;

**WHEREAS**, pursuant to the Education Code § 17537, the District must adopt this Resolution of Intention, by a two-thirds vote, and establish a time at a subsequent Board meeting to hold a public hearing in order to consider adoption of a resolution, by the same vote, for the actual approval of the easement entitlements (the “*Easement Entitlements Resolution*”);

**WHEREAS**, utilities are necessary for the provision of adequate school housing;

**WHEREAS**, the Utility Easement totals 114 square feet and is located at the northwestern property edge, immediately adjacent to Steiner Drive (and the public sidewalk), and the easement is roughly rectangular in shape and consists of a 24 square foot Primary Pullbox and 90 square foot transformer pad and includes approximately 110 feet of underground conduit pipe running from the overhead powerlines, down the Existing Utility Pole, to the pullbox and then to the transformer pad to be located adjacent to the to be newly constructed parking lot;

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

1. Adopts the foregoing recitals as true and correct.
2. Pursuant to Education Code 17557, hereby determines that the Board will hold a public hearing and consider the adoption of the Sacramento Municipal Utilities District Grant Easement Resolution at its regularly scheduled Board meeting on Thursday, February 15<sup>th</sup>, at 6:30 p.m., or as soon thereafter as the matter may be heard on the agenda.
3. Authorizes the Superintendent, or their designee, to provide notice of the Board meeting set forth above as required by law.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 18<sup>th</sup> day of January 2024, by the following vote:

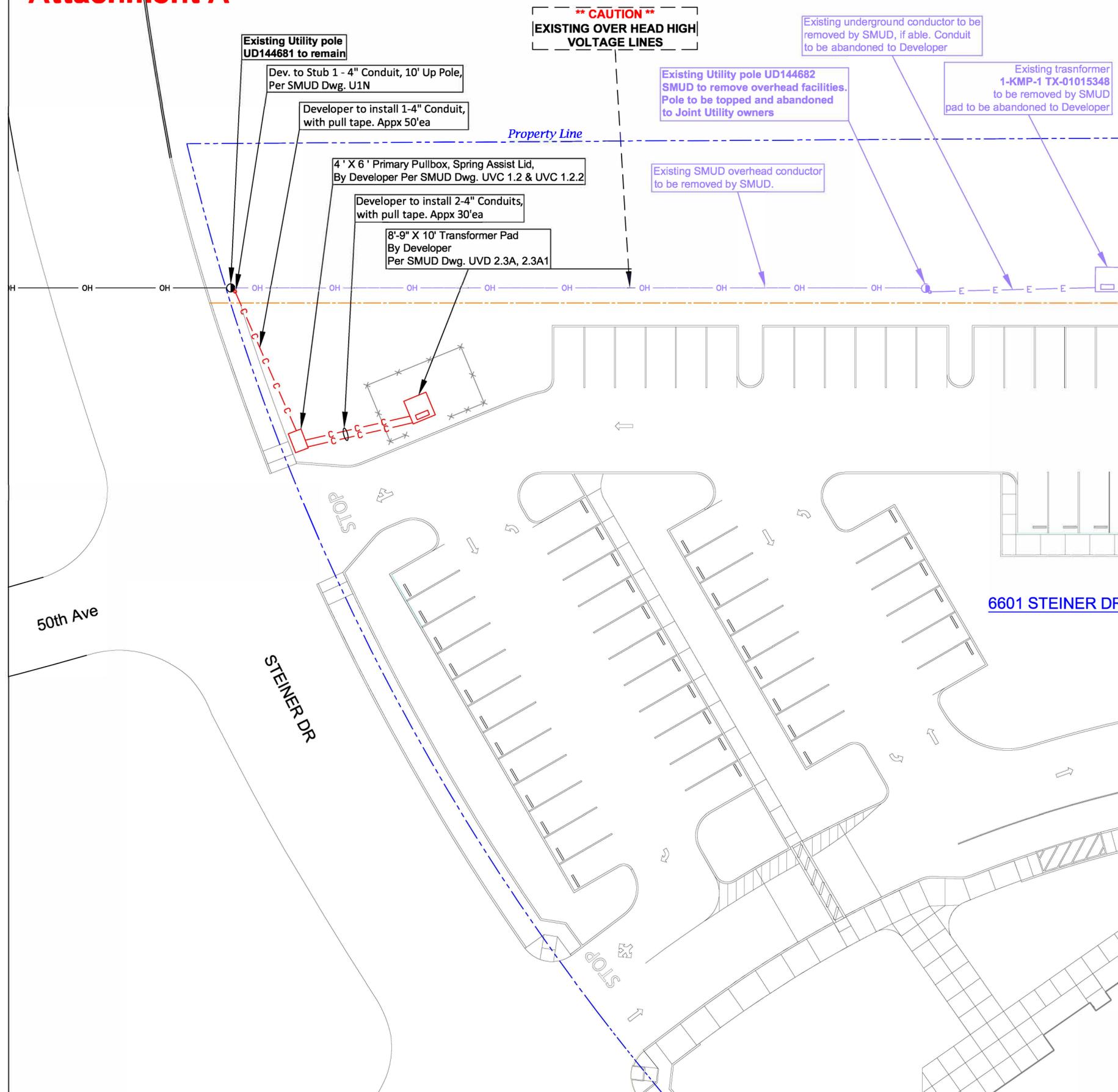
AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

ATTESTED TO:

\_\_\_\_\_  
Lavina Phillips  
President of the Board of Education

\_\_\_\_\_  
Lisa Allen  
Interim Superintendent

# Attachment A

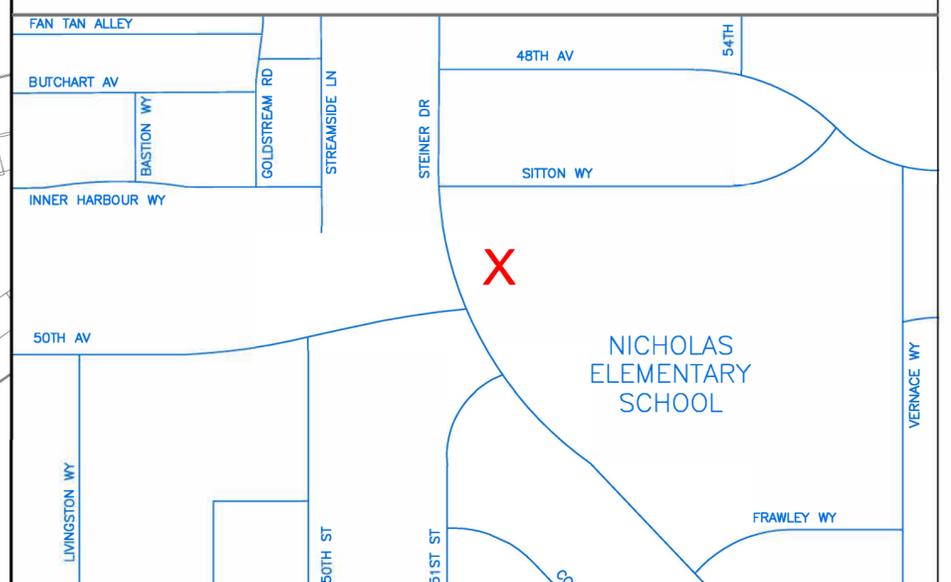


DEVELOPER IS RESPONSIBLE FOR THE FOLLOWING:

1. Call U. S. A. at 811 prior to digging.
2. All metering and switchgear design and placement must be submitted and approved by SMUD's Field Metering prior to installation. Please submit metering and switchgear designs to SMUD at [metershops@smud.org](mailto:metershops@smud.org), mail to: Sacramento Municipal Utility District, Attention: Field Metering, Mail Stop EB 102, 4401 Bradshaw Road, Sacramento, CA 95827-3834 or contact them at (916) 732-5167.
3. All metering equipment shall be located on the outside of the building. The metering equipment is NOT ALLOWED to be located inside the building. Metering equipment shall include: metering sections, current and potential transformer sections, pull sections, and the main disconnect. Any questions regarding deviation of this requirement, please contact Field Metering @ (916) 732-5167. For meter room requirements and specifications, see SMUD Electric Service Requirements Booklet, **Commercial Industrial Engineering Specification T004**.
4. For multi-meter installations that are fed by a transformer larger than 150KVA and secondary voltage of 277/480v, a shutdown will be required for each meter installation. Developers have an option to reduce the number of shutdowns for each subsequent meter install by installing switchgear with a lockable main breaker panel which cannot be removed with the breaker in the open position. Any questions regarding this requirement please contact Field Metering at (916) 732-5167.
5. SMUD equipment shall be accessible to a 26,000-pound SMUD service vehicle in all weather. SMUD equipment shall be no further than 15 feet from a drivable surface. The drivable surface shall have a minimum width of 20 feet.
6. No obstructions are permitted and level terrain is required around all operable SMUD equipment doors (Transformers, Cubicles, T-Taps, etc.). No planting of trees within eight (8) feet of all sides of any operable SMUD equipment. For equipment clearances and specifications see SMUD Electric Service Requirements Booklet, **Distribution Underground Structure Engineering Specification T007**. See Appendix B for material manufacturers.
7. Buildings shall **not** overhang SMUD equipment/easements unless approved in writing by a SMUD Designer.
8. Joint trench to be a maximum 59" deep and remain minimum of 5 feet from footings of any building or structure. All conduit(s) to be inspected by SMUD inspector prior to backfilling and pouring concrete. Conduit(s) to be PVC-DB 120 grade or better. SMUD approved pull tape required. All elbows to be schedule 40 or better. Concrete encasement may be required. See Electric Service Requirements booklet, **Distribution Underground Structure Engineering Specification T007 and SMUD commitment sketch**.
9. Maximum number of utility conduits allowed to rise on a pole is three. Please review utility conduit risers with SMUD Inspector prior to placement of conduits on poles.
10. An on-site pre-construction meeting with a SMUD inspector is mandatory 48 hours in advance of construction. Copies of the local agency building permit will be required prior to scheduling pre-construction meetings with SMUD inspectors for non-residential developments. **To schedule your appointment, please call (916) 732-5990.**
11. Only those electrical conduits intended for electric service shall be placed under a SMUD transformer pad. The placement of other conduits or structures foreign to the electric service must be approved in writing by a SMUD Designer.
12. Customer service runs are per local agency codes and inspected and approved by the local inspection agency. Customer is responsible for and will be required to provide SMUD approved connectors and compression tooling for any non-standard SMUD secondary conductors. Please contact SMUD's Designer when necessary.
13. A grant of right-of-way to SMUD may be required for conduit runs, vaults, transformer pads, etc. prior to any SMUD construction.
14. Any street light required by the City or County must be coordinated with SMUD.
15. Service voltage will be **277/480 volts, THREE phase, 4 wire, WYE.**
16. Any deviation from this commitment must be approved by a SMUD Designer or SMUD Inspector prior to installation of underground facilities.
17. PLEASE NOTE: It is the responsibility of the developer to install all infrastructure as shown per SMUD commitment drawing as SMUD does not review or approve developer composite drawings.
18. PLEASE NOTE: SMUD commitments are valid for twelve (12) months. SMUD reserves the right to revise SMUD commitments after this period. A new SMUD commitment will normally be required unless a customer has requested and received written approval for a longer period of time from a SMUD Designer.

ORDER # 30188264 SN# 32242265 SMUD DESIGNER: Tony Dias  
 TELEPHONE: (916) 732-7347 DATE: 8/15/2023

## VICINITY MAP



Know what's below.  
**Call before you dig.**  
 or (800) 227-2600

NOTE: UNDERGROUND FACILITIES WILL BE INSTALLED PER SMUD'S STANDARD ENTITLED "ELECTRIC SERVICE REQUIREMENTS DISTRIBUTION UNDERGROUND STRUCTURE" ENGINEERING SPECIFICATION T007. SMUD INSPECTOR'S APPROVAL OF THE EXACT LOCATION AND CONFIGURATION OF ELECTRIC DISTRIBUTION FACILITIES IS REQUIRED BEFORE THE START OF TRENCHING. SEE SMUD NOTE #10 FOR MORE INFORMATION.

**Revision Log:**  
**REV.1:** Relocate service transformer per Developers request further to the south  
**REV.2:** Relocate service transformer per Developers request back to original proposed location



TB317J6

DESIGNER: TONY DIAS	JOB NAME: R16 - NICHOLAS SCHOOL	
PHONE: (916) 732-7347	LOCATION: 6601 STEINER DR SACRAMENTO	
DATE: 9/27/2023	TYPE OF DRAWING: COMMITMENT SKETCH	
MAP NUMBER: 306 / 158	JOB NUMBER: 30188264	REV. SHEET 2 OF 1
SACRAMENTO MUNICIPAL UTILITY DISTRICT	NOTIFICATION: 32242265	1 OF 1



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1j

**Meeting Date:** January 18, 2024

**Subject:** Approve CK McClatchy School Debate  
Tournament in Las Vegas, NV from February 2-5, 2024

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

**Division:** Deputy Superintendent

**Recommendation:** Approve MC McClatchy High School Debate  
Tournament in Las Vegas, NV from February 2-5, 2024

**Background/Rationale:** On February 2, 10 students, the debate coach, and three chaperones will travel by commercial airline to Las Vegas for 3 nights to participate at The University of Nevada Las Vegas Debate Tournament.

**Financial Considerations:** There is no cost to the district. Expenses will be paid by the Sacramento Urban Debate League.

**LCAP Goal(s):** College preparedness, increasing communication and critical thinking skills.

**Documents Attached:**

1. Out-of-state field trip documents

**Estimated Time of Presentation:** N/A

**Submitted by:** Mary Hardin Young, Interim Deputy Superintendent

Jerad Hyden Instructional Assistant Superintendent

**Approved by:** Lisa Allen, Interim Superintendent

# TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Request to Attend:  Conference/Workshop  
 Business Meeting

Purpose for Attending:  
 Professional Development  
 Continued Education Credits Earned

Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip- 60 days if out-of-state.

School/Department: CK McClatchy

Date: 11/30/23

Date(s) of Event: February 2-5, 2024

Location: University of Nevada Las Vegas

Event Title (attach brochure): Golden Desert Debate tournament

Purpose: For students to participate in debate tournament. It gives students an opportunity to build their public speaking skills and network with other student groups.  
(What value does this activity give students, attendees, staff, department or use or constituency?)

How does this travel align with the District's strategic plan? It prepares students for college and career readiness.

How will this activity/event be used and shared? Students participating will share their experience with other students in the group.  
Name of Attendee(s) (attach sheet for additional attendees)

Name of Attendee(s)	Position	Substitute No. (Y/N)	No. of Days Required	Budget Code (for substitute)
		No		

If a Title is needed, send a copy of this form to Personnel 90X 770

Additional Attendees Attached

Approvals:

[Signature]  
 Principal/Department Head Signature & Print Name

12/11/23  
 Date

[Signature]  
 Cabinet Level or Designee Signature

12/15/23  
 Date

[Signature]  
 Chief Business Officer Signature

12/19/23  
 Date

[Signature]  
 Superintendent or Designee Signature

12/19/23  
 Date

District cost for all attendees (estimate)

Registration Fee: 0

Meals included?  Breakfast  Lunch  Dinner

Lodging: \_\_\_\_\_

Transportation: \_\_\_\_\_

Meals: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL: 0

Categorical Budget  
 General Fund/Unrestricted

If any meals are included in the cost of registration, how many of each: Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_

Prepayment Requested: All checks will be sent to the school/department unless prior arrangements have been made (with AP) to pick up check

Requestion #	Dollar Amount
Registration Fee	_____
Hotel	_____
Airfare ****	_____
Car Rental ****	_____

If airfare or car rental is requested, send a copy of this form to Purchasing, Box 830  
 Rev. F 3-22-11 ACC-F014

**Sacramento City Unified School District**  
**FIELD TRIP REQUEST FORM**  
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student. See below reference distribution section for details concerning each type of trip.

School Name CK McClatchy Date 12 / 01 / 23

Teacher's Name Stephen Goldberg Room # NA Telephone # 916-712-0782 Fax # \_\_\_\_\_

Field Trip Destination University of Las Vegas

- Walking  Local-50 mile radius  Out-of-Town (Beyond 50 mile radius)  Overnight  Out-of-State/Country  
 Involving Swimming or Wading  Unusual Activities

Route (must provide written directions our map) NA

Educational nature of field trip/excursion Debate

Depart Date 02 / 02 / 24 Time 6:30 PM am/pm Return Date 02 / 05 / 24 Time 9:00 PM am/pm

- TRANSPORTATION will be provided by:  Walking  School Bus - contact Transportation Field Trip Office  Train  
 Charter Bus Company (District Approved):  Yes  No (Check with Field Trip Office)  Public Transportation  
 Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver.  
 Commercial Airline  Other: \_\_\_\_\_

Number of students participating: 10 Funding Source SUDL Financial Assistance Available?  Yes  No

Adult Chaperones:

(All clearances must be met prior to Field Trip Approval)

(Use a separate sheet if necessary)

	DRIVER						
1) <u>Stephen Goldberg</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
2) <u>Serena Jones</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
3) <u>Jack Walsh</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
4) <u>Paul Hemesath</u>	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB	
5) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
6) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
7) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	
8) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB	

Teachers and Staff Attending (Use a separate sheet if necessary)

DRIVER		DRIVER	
1) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	2) _____	<input type="checkbox"/> yes <input type="checkbox"/> no
3) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	4) _____	<input type="checkbox"/> yes <input type="checkbox"/> no
5) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	6) _____	<input type="checkbox"/> yes <input type="checkbox"/> no

Principal Approval [Signature] Date 12/11/23

Segment IAS/Department Head Approval [Signature] Date 12/15/23

Risk Management Approval (if applicable) [Signature] Date 12/18/23

Distribution: Refer to the Field Trip Information Form RSK 104F for the forms and distribution required for each trip. All field trips require a completed packet. Maintain all documents at site:

- Local Trip: (walking): Submit walking trips to Principal for approval two weeks prior to trip.
- Local Trip: (school bus/charter bus/RT/Amtrak): (50-mile radius) - Submit to Principal for approval two weeks prior to trip.
- Local Trip: (50-mile radius; driver) - Submit driver led trips to Principal for approval 6 weeks prior to trip.
- Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Unusual Activities (Water sports or high-risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment IAS/Department Head/Risk Management for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment IAS office will place field trip item on Board Agenda for final approval.
- Approved forms will be returned by Segment IAS/Department Head's Office. Maintain a copy of all forms at site for 2 years.
- Venue/Destination: Must comply with SCUSD COVID19 mitigation guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager: \_\_\_\_\_  
 (Initials)

Sacramento City Unified School District  
**OUT-OF-STATE OR OUT-OF-COUNTRY  
 TRAVEL REQUEST**

School Name CK McClatchy Date 12 / 06 / 24

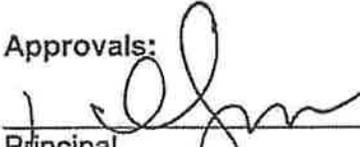
Teacher's Name Stephen Goldberg Room # NA Telephone # 916-712-0782

Field Trip Destination University of Las Vegas

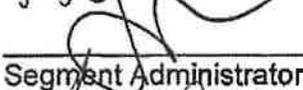
Reason for travel UNLV is putting on a national circuit debate tournament that both CKM's Public Form JV and Varsity and the Policy Debate JV and varsity team can attend.

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver to Risk Management for review before signing. Attach a detailed itinerary for each day

Signed   
 Teacher

Approvals:  
 12/11/23  
 Principal Date

 12/18/23  
 Risk Management Dept. Date

 12/15/23  
 Segment Administrator Date

 12/19/23  
 Superintendent Date

    /    /      
 Board Approval Date

Sacramento City Unified School District  
**OVERNIGHT TRIPS  
ACCOMMODATION INFORMATION**

**NO PRIVATE HOMES, AIR BNB, HOSTELS**

Facility Name Stephen Goldberg Date Reserved 12 / 06 / 23

Address 3275 Paradise Rd City Las Vegas NV zip 89109

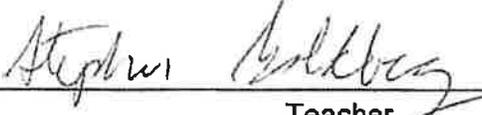
Reservations Contact Person: Stephen Goldberg

Telephone # (855)816-6193 Fax # \_\_\_\_\_

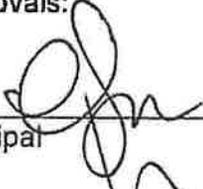
Total Rooms Reserved: 6

Room #s: TBA

Reservation Dates: 02 / 02 / 24 - 02 / 05 / 24

Signed   
Teacher

Approvals:

<u></u>	<u>12 / 11 / 23</u>
Principal	Date
<u></u>	<u>12 / 15 / 23</u>
Segment Administrator	Date
<u></u>	<u>12 / 18 / 23</u>
Risk Management Approval	Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1k

**Meeting Date:** January 18, 2024

**Subject:** Approve West Campus High School Debate  
Tournament in Las Vegas, NV from February 2-5, 2024

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

**Division:** Deputy Superintendent

**Recommendation:** Approve West Campus High School Debate  
Tournament in Las Vegas, NV from February 2-5, 2024

**Background/Rationale:** On February 2, five students, the debate coach, and one chaperone will travel by commercial airline to Las Vegas for 3 nights to participate at The University of Nevada Las Vegas Debate Tournament.

**Financial Considerations:** There is no cost to the district. Expenses will be paid by the Sacramento Urban Debate League.

**LCAP Goal(s):** College preparedness, increasing communication and critical thinking skills.

**Documents Attached:**

1. Out-of-state field trip documents

**Estimated Time of Presentation:** N/A

**Submitted by:** Mary Hardin Young, Interim Deputy Superintendent

Jerad Hyden Instructional Assistant Superintendent

**Approved by:** Lisa Allen, Interim Superintendent

# TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Request to Attend: <input type="checkbox"/> Conference/Workshop <input checked="" type="checkbox"/> Business Meeting	Purpose for Attending: <input type="checkbox"/> Professional Development <input checked="" type="checkbox"/> Continued Education Credits Earned	Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip- 60 days if out-of-state.
--	---	--

School/Department: West Campus Date: 11/30/23

Date(s) of Event: February 25, 2024 Location: University of Nevada Las Vegas

Event Title (attach brochure): Golden Desert Debate tournament

Purpose: For students to participate in debate tournament. It gives students an opportunity to build their public speaking skills and network with other student groups.

\*(what value does this activity give students, attendees, staff, departments (state or community)?)

How does this travel align with the District's strategic plan? It prepares students for college and career readiness.

How will this activity/event be used and shared? Students participating will share their experience with other students in the group

Name of Attendee(s) <small>(attach sheet for additional attendees)</small>	Substitute No. of Days (Y/N)*	Required	Budget Code <small>(for substitute)</small>
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

**\*IF A TTTE IS NEEDED SEND A COPY OF THIS FORM TO PERSONNEL BOX 770**  Additional Attendees Attached

**Approvals:**

[Signature] John McMack 12/8/23  
 Principal/Department Head Signature & Print Name Date

[Signature] 12/13/23  
 Cabinet Level or Designee Signature Date

[Signature] 12/19/23  
 Chief Business Officer Signature Date

[Signature] 12/19/23  
 Superintendent or Designee Signature Date

District cost for all attendees (estimate)

Registration Fee: 0

Meals included?  B  L  D

Lodging: \_\_\_\_\_

Transportation: \_\_\_\_\_

Meals: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL: 0

n Categorical Budget \_\_\_\_\_ \$

General Fund/Unrestricted \$ 0

\*If any meals are included in the cost of registration, how many of each Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requestion #	Dollar Amount
Registration Fee	_____
Hotel	_____
Airfare ****	_____
Car Rental ****	_____

Sacramento City Unified School District  
**FIELD TRIP REQUEST FORM**  
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student. See below reference distribution section for details concerning each type of trip.

School Name West Campus Date 12 / 06 / 23  
 Teacher's Name Stephen Goldberg Room # \_\_\_\_\_ Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Field Trip Destination University of Nevada, Las Vegas 916-712-0782

- Walking  Local-50 mile radius  Out-of-Town (Beyond 50 mile radius)  Overnight  Out-of-State/Country  
 Involving Swimming or Wading  Unusual Activities

Route (must provide written directions our map) Flight attached below, shuttle from Airport, 5757 Wayne Newton Blvd to Marriott Convention Center Hotel, 3275 Paradise Rd shuttle from Marriott to UNLV, 4505 S Maryland Pkwy

Educational nature of field trip/excursion Debate Tournament  
 Depart Date 02 / 02 / 24 Time 6:45 PM am/pm Return Date 02 / 05 / 24 Time 8 PM am/pm

- TRANSPORTATION will be provided by:  Walking  School Bus - contact Transportation Field Trip Office  Train  
 Charter Bus Company (District Approved):  Yes  No (Check with Field Trip Office)  Public Transportation  
 Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver.  
 Commercial Airline  Other: \_\_\_\_\_

Number of students participating: 5 Funding Source SUDL Financial Assistance Available?  Yes  No

Adult Chaperones: (All clearances must be met prior to Field Trip Approval)

1) <u>Serena Jones</u>	DRIVER		<input checked="" type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB
	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no				
2) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
3) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
4) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
5) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
6) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
7) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB
8) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB

Teachers and Staff Attending (Use a separate sheet if necessary)

1) <u>Stephen Goldberg</u>	DRIVER		2) _____	DRIVER	
	<input checked="" type="checkbox"/> yes	<input checked="" type="checkbox"/> no		<input type="checkbox"/> yes	<input type="checkbox"/> no
3) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	4) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no
5) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no	6) _____	<input type="checkbox"/> yes	<input type="checkbox"/> no

Principal Approval [Signature] Date 12/8/23  
 Segment IAS/Department Head Approval [Signature] Date 12/11/23  
 Risk Management Approval (if applicable) [Signature] Date 12/18/23

Distribution: Refer to the Field Trip Information Form RSK 106A for the forms and distribution required for each trip. All field trips require a completed packet. Maintain all documents at site:

- Local Trip: (walking): Submit walking trips to Principal for approval two weeks prior to trip.
- Local Trip: (school bus/charter bus/RT/Amtrak): (50-mile radius) - Submit to Principal for approval two weeks prior to trip.
- Local Trip: (50-mile radius: driver) - Submit driver led trips to Principal for approval 6 weeks prior to trip.
- Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Unusual Activities (Water sports or high-risk activities such as rafting, snorkelling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment IAS/Department Head/Risk Management for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment IAS office will place field trip item on Board Agenda for final approval.
- Approved forms will be returned by Segment IAS/Department Head's Office. Maintain a copy of all forms at site for 2 years.
- Venue/Destination: Must comply with SCUSD COVID19 mitigation guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager [Signature]  
 (Initials)

Sacramento City Unified School District  
**OUT-OF-STATE OR OUT-OF-COUNTRY  
 TRAVEL REQUEST**

02/02/24 – 02/05/24

School Name West Campus HS Date      /      /     

Teacher's Name Stephen Goldberg Room # na Telephone # (916)712-0782

Field Trip Destination UNLV, Las Vegas, NV

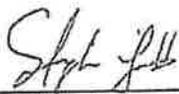
Reason for travel Debate tournament

\_\_\_\_\_

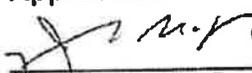
\_\_\_\_\_

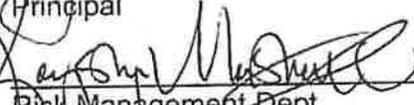
\_\_\_\_\_

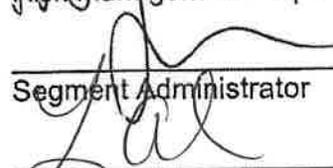
List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver to Risk Management for review before signing. Attach a detailed itinerary for each day

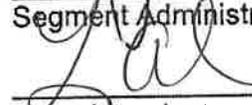
Signed   
 Teacher

**Approvals:**

 John McMeekin, 11, 23  
 Principal Date

 12, 18, 23  
 Risk Management Dept. Date

 12, 11, 23  
 Segment Administrator Date

 12, 19, 23  
 Superintendent Date

     /      /       
 Board Approval Date

Sacramento City Unified School District  
**OVERNIGHT TRIPS  
ACCOMMODATION INFORMATION**

**NO PRIVATE HOMES, AIR BNB, HOSTELS**

Facility Name Courtyard by Marriott Capuchin Center Date Reserved 12/08/23

Address 3275 Prunedale Blvd, NV City, CA 95604 zip 95604

Reservations Contact Person: Stephen Goldberg

Telephone # 916-712-0782 fax # \_\_\_\_\_

Total Rooms Reserved: 6

Room #s: TFA

Reservation Dates: 02/01/24 - 02/05/24

Signed Stephen Goldberg  
Teacher

Approvals:

[Signature] \_\_\_\_\_ 12/8/23  
Principal Date

[Signature] \_\_\_\_\_ 12/11/23  
Segment Administrator Date

[Signature] \_\_\_\_\_ 12/18/23  
Risk Management Approval Date



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.11

**Meeting Date:** January 18, 2024

**Subject:** **Approve Resolution No. 3373: Resolution Regarding Accounting of Developer Fees for Fiscal Year Ending June 30, 2023 Pursuant to Gov. Code Sections 66001(d) and 66006(b)**

- 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:** Review and approve the proposed Annual Developer Fees Report and Five-Year Findings for Fiscal Year Ending June 30, 2023 and adopt Resolution No. 3373 Regarding Accounting of Developer Fees for Fiscal Year Ending June 30, 2023 Pursuant to Gov. Code Sections 66001(d) and 66006(b) as presented.

**Background/Rationale:** Government Code sections 66001(d) and 66006(b) require that within 180 days of the close of each fiscal year, school districts that collect school facilities fees (“developer fees”) make available to the public certain information regarding the collection and expenditure of developer fees collected under Education Code section 17620 et seq. and Government Code section 65995 et seq.

The developer fees collected can only be used for funding construction and reconstruction of school facilities to accommodate student growth generated from development, pursuant to applicable statutes and as adopted by the Board in the District’s fee justification studies. In accordance with Government Code section 66006(a), the District deposits developer fees (including interest earned) into its Fund 25, Capital Facilities Fund (“Fund”). The Fund is maintained as a separate account so that the collection and use of these fees are accounted for apart from the rest of the District’s funds.

Each year the Board is required to review certain requisite information regarding the Fund contained in the District’s Annual Developer Fee Report and Five-Year Findings (together, “Report”). The proposed Annual Report provides the District’s accounting of the Fund for the fiscal year ending June 30, 2023, by providing the information set forth in Government Code section 66006(b)(1). In connection with the Annual Report, the proposed Five-Year Findings

provide information with respect to that portion of the Fund remaining unexpended at the end of the fiscal year, in accordance with Government Code section 66001(d).

The Report must be made available to the public within 180 days after the last day of the fiscal year, and reviewed by the Board at the next regularly scheduled meeting after the Report was made available to the public. The proposed Report was made public on December 22, 2023 and notice of the meeting was mailed to those parties who requested such information. By adopting this Resolution, the Board will adopt and approve the proposed Report regarding the District's Fund 25 for fiscal year 2022-2023.

**Financial Considerations:** There are no direct fiscal impacts for adoption of the Resolution and the corresponding Annual Developer Fee Report and Five-Year Findings. However, the District will be responsible for any independent audits requested by the public if the Board does not prepare and adopt the Annual Report for three consecutive years, pursuant to Government Code section 66023. Additionally, if the District does not adopt the Annual Developer Fee Report and Five-Year Findings in accordance with statutes, the District will be statutorily mandated to refund the relevant monies in Fund 25.

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

**Documents Attached:**

1. Resolution No. 3373
2. Annual Developer Fees Report and Five-Year Findings for the Fiscal Year Ending June 30, 2023

**Estimated Time of Presentation:** NA

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 3373**

**RESOLUTION REGARDING ACCOUNTING OF DEVELOPER FEES FOR FISCAL YEAR  
ENDING JUNE 30, 2023 PURSUANT TO GOV. CODE SECTIONS 66001(d) AND 66006(b)**

**WHEREAS**, the Sacramento City Unified School District (“District”), under the authority of Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.*, levies and collects statutory and/or other fees imposed on new construction and development (“Developer Fees”) pursuant to the resolution adopted by this Board of Education (the “School Facilities Fee Resolution”) and as justified by the information and findings in the following justification study establishing the nexus between new construction in the District and the need for school facilities (the “nexus study”):

- *Developer Fee Justification Study, dated September 2015*, and adopted via Resolution No. 2857 A Resolution of the Governing Board of the Sacramento City Unified School District Adopting School Facilities Fees, at the regular meeting on October 15, 2015.

**WHEREAS**, the District has received and expended Developer Fees this past fiscal year in connection with school facilities (“School Facilities”) to address student growth and maintaining levels of service within the District, and for other justifications as established in the nexus study.

**WHEREAS**, in accordance with California Government Code section 66006(a), the District has established a separate capital facilities account or fund, more specifically identified as Fund 25, Capital Facilities Account Fund (“Fund”), deposited these Developer Fees in the Fund (including interest income earned thereon), maintained the Fund in a manner to avoid any commingling of the Developer Fees with other revenues and funds of District, except for temporary investments, as applicable, and expended the Developer Fees solely for the purposes for which they were collected.

**WHEREAS**, Government Code section 66006(b)(1) requires the District to make an annual accounting of the Fund (“Annual Developer Fee Report”), which shall contain the following information for relevant the fiscal year:

- a) A brief description of the type of Developer Fees in the Fund;
- b) The amount(s) of the Developer Fee(s);
- c) The beginning and ending balance of the Fund;
- d) The amount of the Developer Fees collected and the interest earned;
- e) An identification of each District public improvement (“Project”) that Developer Fees were expended on, and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees;
- f) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in Government Code section 66001(a)(2), and the Project remains incomplete;
- g) A description of each interfund transfer or loan made from the Fund, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Fund will receive on the loan; and
- h) The amount of refunds made pursuant to Government Code section 66001(e) and any allocations made pursuant to Government Code section 66001(f), if any.

**WHEREAS**, Government Code section 66001(d) provides that for the fifth fiscal year following the first deposit of Developer Fees into the Fund, and every five years thereafter, the District shall make all

of the following “Findings” with respect to that portion of the Fund remaining unexpended, whether committed or uncommitted, if there are any funds remaining in the Fund at the end of the relevant fiscal year:

- a) Identification of the purposes to which the Developer Fees are to be put;
- b) Demonstration of a reasonable relationship between the Developer Fees and the purposes for which they are charged;
- c) Identification of all sources and amounts of funding anticipated to complete financing of the District’s incomplete Projects (“Anticipated Funding”); and
- d) Designation of the approximate dates on which the Anticipated Funding is expected to be deposited into the Fund.

When the Findings are required by Government Code section 66001(d), they shall be made in connection with the Annual Developer Fee Report required by Government Code section 66006, above. Accordingly, the District has combined its Annual Developer Fee Report and the Five-Year Findings into one report to correspond with the information and findings required by statute and in this Resolution.

**WHEREAS**, Government Code sections 66001(d) and 66006(b)(2) further require that the Annual Developer Fee Report and the proposed Five-Year Findings be made available to the public no later than 180 days after the end of the relevant fiscal year, that the Annual Developer Fee Report information and proposed Findings be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after such information becomes available to the public, and that notice of the time and place of this meeting (as well as the address where the Annual Developer Fee Report and Five Year Findings may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.

**WHEREAS**, the Annual Developer Fee Report for the 2022-2023 fiscal year and proposed Five-Year Findings are attached to and supports this Resolution as **Exhibit A** and incorporated by this reference. The Board is informed that the Annual Developer Fee Report and proposed Five Year Findings were made available to the public on **December 22, 2023**. Further, the Board is informed that notice of the time and place of this meeting (as well as the address at which this information has been available for review) was mailed at least 15 days prior to this meeting to anyone who had requested it.

**WHEREAS**, the District has substantially complied with all of the foregoing provisions, and the Board is informed that there is no new information which would adversely affect the validity of any of the findings made by this Board in its applicable School Facilities Fee Resolution or the relevant nexus study.

**NOW, THEREFORE, BASED ON ALL FINDINGS AND EVIDENCE CONTAINED IN, REFERRED TO, OR INCORPORATED INTO THIS RESOLUTION, THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT’S BOARD OF EDUCATION HEREBY, FINDS, RESOLVES, AND DETERMINES:**

Section 1. That the foregoing recitals are true, and the Board hereby acknowledges receipt of the Annual Developer Fee Report and Five-Year Findings for the fiscal period ending June 30, 2023, attached here as **Exhibit A** and incorporated by this reference.

Section 2. That the District’s School Facilities Fee Resolution and relevant nexus study, and the findings and facts provided and adopted therein, have been considered by the Board and are all incorporated into this Resolution.

Section 3. That, pursuant to Government Code sections 66001(d)(2) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new

construction or development within the District. Furthermore, pursuant to Government Code sections 66001(d)(2) and 66006(b)(2), the Board has reviewed the combined Report and Findings at a public meeting after the they were made available to the public and notice was mailed as required.

Section 4. That, in accordance with Government Code section 66006(b)(2), this Board has reviewed the Annual Developer Fees Report as set forth in **Exhibit A** and determined that it meets the requirements set forth in Government Code section 66006(b)(1).

Section 5. That, in accordance with Government Code section 66001(d), the District's proposed Five-Year Findings as set forth in **Exhibit A** contain the requisite findings and are made in connection with the public information set forth in the Annual Developer Fees Report, and are based upon the requisite information and findings provided in the School Facilities Fee Resolution and the relevant nexus study.

Section 6. That the Board hereby determines that all Developer Fees, collections, and expenditures have been received, deposited, invested, expended, and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

Section 7. That the unexpended amounts currently held in the Fund are either encumbered for projects and debt service payments already approved by the Board or will be needed for projects already identified in the District's budget or facilities master planning documents and as otherwise justified by the nexus study and adopted by the School Facilities Fee Resolution.

Section 8. The Board hereby determines that, because all of the findings required by Government Code section 66001(d) have been made with respect to the Developer Fees that were levied as more specifically set forth in **Exhibit A**, the District is not required to refund any monies in the Fund as provided in Government Code section 66001(e).

Section 9. That the Board hereby determines that the District is in compliance with Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, reporting, or refund of Developer Fees received and expended relative to School Facilities for students generated from new development and as otherwise justified by the nexus study.

Section 10. That the Board hereby approves and adopts the attached Annual Developer Fees Report and Five-Year Findings for the fiscal year ending June 30, 2023.

Section 11. That the Board further directs and authorizes the Superintendent or designee to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

Section 12. That the findings and information adopted via this Resolution shall take effect immediately upon such adoption.

APPROVED, ADOPTED, AND SIGNED, this 18th day of January, 2024, with the following votes:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

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Lisa Allen  
Interim Superintendent  
Sacramento City Unified School District

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Lavina Phillips  
Board President  
Sacramento City Unified School District

**EXHIBIT A**

**Proposed Annual Developer Fee Report and Five-Year Findings**

[Behind this Cover Sheet]



## **ANNUAL DEVELOPER FEE REPORT AND FIVE-YEAR FINDINGS**

### **FISCAL YEAR ENDING JUNE 30, 2023**

#### **Background:**

A school district collecting developer fees is required to make available to the public information on the status of developer fee collections and expenditures and to make periodic findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted, in accordance with Sections 66006(b)(1) and 66001(d)(1) of the Government Code. These statutory reporting requirements are referenced as the Annual Developer Fee Report and the Five-Year Findings and collectively referred to as the "Developer Fee Report" or "Report."

The Sacramento City Unified School District ("District") combined its reporting obligations into this single report.

#### **Findings:**

In adopting and approving this Developer Fee Report, the Board of Education of the Sacramento City Unified School District confirms, determines, and finds that:

1. It acknowledges receipt of, and has reviewed, the Developer Fee Report for the fiscal period ending **June 30, 2023**.
2. It reviewed the information and findings in this Report at its regularly scheduled meeting of **January 18, 2024**, and which information and findings were prepared in accordance with Government Code sections 66001(d) and 66006(b) and the requisite information and findings concerning collection and expenditure of developer fees related to school facilities for students resulting from construction and development within the District and as further justified by the following nexus study adopted by this Board ("nexus study") and which nexus study justified the applicable developer fee rates and their collection via the Board resolution ("fee resolution"):
  - *Developer Fee Justification Study, dated September 2015*, and adopted via Resolution No. 2857 A Resolution of the Governing Board of the Sacramento City Unified School District Adopting School Facilities Fees, at the regular meeting on October 15, 2015.
3. The information in this Report is being made available to the public within 180 days of the close of the 2022-2023 fiscal year, ending **June 30, 2023**, pursuant to Government Code section 66006(b)(1).
4. Notice of this meeting, including the address where the information in this Report may be reviewed, was mailed at least 15 days prior, to any interested party who filed a written request.

5. The information and findings set forth in Table 4, hereof, are with respect to that portion of Fund 25 remaining unexpended, whether committed or uncommitted, and are only made for moneys in possession of the District and not with respect to letters of credit, bonds, or other instruments taken to secure payment of the fee at a future date, and are either encumbered for projects already approved by the Board or will be needed for projects already identified in the District's budget or facilities master plan documents and as otherwise justified by the nexus study.
6. Adoption of the requisite information and findings in this Developer Fee Report maintains the District's compliance with sections 66001 and 66006 of the Government Code, to avoid any penalty under Government Code section 66023(h)(1).
7. All developer fees, collections, and expenditures have been received, deposited, invested, expended, and reported in compliance with the relevant sections of the Government Code and all other applicable laws.
8. Because all of the findings required by Government Code section 66001(d) have been made with respect to the developer fees that were collected as more specifically set forth in this Developer Fee Report, the District is not required to refund any monies in its Fund 25 as provided in Government Code section 66001(e).
9. The District is in compliance with Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, reporting, or refund of developer fees received and expended relative to school facilities for students generated from new development and as otherwise justified by the nexus study.

## **ANNUAL DEVELOPER FEE REPORT**

As required by Government Code section 66006(b), this portion of the report provides the public with the following information:

**A. A brief description of the type of fee in the account or fund:**

The District’s Capital Facilities Account (“Fund 25”) contains the following types of fee noted below. District also maintains the Railyards School Facilities Escrow Account (Fund 25)<sup>1</sup> for collection and accounting of its mitigation fees paid in lieu of developer fees.

<b>TABLE 1 Capital Facilities Account (Fund 25)</b>	
<b>TYPE OF FEE</b>	<b>FEE RATE(S)</b>
<b>Level 1 – Residential</b>	<b>\$3.36 / sq. ft.<sup>2</sup></b> (Eff. 60 days after 10/15/2015)
<b>Level 1 – Commercial/Industrial</b>	<b>\$0.54 / sq. ft.<sup>1</sup></b> (Eff. 60 days after 10/15/2015)
<b>Level 1 – Rental Self-Storage</b>	<b>\$0.26 / sq. ft.<sup>1</sup></b> (Eff. 60 days after 10/15/2015)

**B. The amount of the fee:**

See Table 1, above.

**C. The beginning and ending balance of the accounts:**

1. Capital Facilities Account (Fund 25)
  - i. The beginning balance on July 1, 2022, was **\$23,726,621.86**.
  - ii. The ending balance on June 30, 2023, was **\$26,791,722.23**.
  
2. Railyards School Facilities Escrow Account (Fund 25)
  - i. The beginning balance on July 1, 2022, was **\$1,422,024.91**.
  - ii. The ending balance on June 30, 2023, was **\$1,468,656.04**.

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<sup>1</sup> On November 3, 2016, the District entered into a “Railyards Project School Facilities Agreement,” to mitigate the impact on school facilities resulting from the development project in downtown Sacramento called the “Railyards.” The mitigation fees for residential construction within the Railyards Project are deposited into a separate, interest-bearing Railyards School Facilities Escrow Account (Fund 25) and shall be used only for those purposes defined in the Railyards Project School Facilities Agreement. Proceeds of commercial mitigation payments are deposited into District’s Capital Facilities Account (Fund 25).

<sup>2</sup> On October 15, 2015, this Level 1 fee rate was adopted by the Board pursuant to the findings and information in the *Developer Fee Justification Study, dated September 2015*, and via Resolution No. 2857 A Resolution of the Governing Board of the Sacramento City Unified School District Adopting School Facilities Fees.

**D. The amount of the fees collected and the interest earned during the annual reporting period:**

<b>TABLE 2.1 Capital Facilities Account (Fund 25)</b>	
<b>TYPE OF FEE / REVENUE</b>	<b>AMOUNT COLLECTED</b>
<b>Level 1 Fees Total<sup>3</sup></b>	<b>\$3,428,600.47</b>
<b>Educational Revenue Augmentation Fund (City and County Redevelopment)</b>	\$3,598,558.10
<b>Interest Earnings</b>	\$806,817.87
<b>Fair Market Value Adjustment<sup>4</sup></b>	106,633.34
<b>(Fee Refunds)</b>	(\$141,385.44)
<b>TOTAL</b>	<b><u>\$7,799,224.34</u></b>

<b>TABLE 2.2 Railyards School Facilities Escrow Account (Fund 25)</b>	
<b>TYPE OF FEE<sup>5</sup> / REVENUE</b>	<b>AMOUNT COLLECTED</b>
<b>Interest Earnings</b>	\$46,631.13
<b>TOTAL</b>	<b><u>\$46,631.13</u></b>

<sup>3</sup> Fees collected were justified and authorized by the nexus study and fee resolution adopted by the Board. These amounts include payments for residential, commercial/industrial, and self-storage rental projects.

<sup>4</sup> Fair Market Value adjustment at Fiscal Year-end Closing.

<sup>5</sup> Payment of mitigation fees are not required until occupancy of the residential unit as set forth in the Railyards Project School Facilities Agreement. Therefore, the only revenue for the past fiscal year deposited into the Railyards School Facilities Escrow Account is interest earned from fees paid for residential units during previous fiscal years.

**E. Identification of each public improvement on which fees were expended<sup>6</sup> and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees, during the reporting period:**

<b>TABLE 3 Capital Facilities Account (Fund 25)</b>		
<b>PROJECT NAME</b>	<b>AMOUNT OF FEES EXPENDED</b>	<b>% OF THE PROJECT FUNDED WITH FEES</b>
1) Floyd Farms Construction Project at Leataata Floyd Elementary School	\$516,345.70	100%
2) Lease Revenue Bonds Debt Service <sup>7</sup>	\$4,109,474.00	100%
3) Lease Revenue Bonds Bank Fees	\$3,036.00	
4) Professional, Legal, and Consulting Services performed in connection with the adoption of fees, requisite reporting, and findings and determinations required	\$20,915.75	100%
5) Administrative Services in connection with the collection of fees (Ed. Code, 17620(a)(5))	\$84,352.52	100%
<b>TOTAL EXPENDED</b>	<b>\$4,734,123.97</b>	

**F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete:**

Sufficient funds have yet to be collected for the District’s current incomplete projects that utilize, or may utilize, the funds in the Capital Facilities Account (Fund 25). However, the District intends to use the ongoing balance in Fund 25 to provide funding to expand, reconstruct, and modernize existing school facilities to address ongoing student enrollment in an attendance area and to maintain existing level of service, as noted in the nexus study and fee resolution, and as further detailed in the School District’s 2021 Facilities Master Plan. Specifically, the District plans to continue refurbishment and reconstruction projects District-wide as previously identified by the District, and unfunded by Measure Q, Measure R, and State funding. Further information on these projects are provided in the Five-Year Findings, which follow this Annual Developer Fee Report, specifically, below in [Table 4.1](#).

<sup>6</sup> No funds from the Railyards School Facilities Escrow Account (Fund 25) were expended during the past fiscal year. The mitigation fees for residential construction within the Railyards Project in the Railyards School Facilities Escrow Account (Fund 25) shall be used only for those purposes defined in the Railyards Project School Facilities Agreement.

<sup>7</sup> Resolution No. 2764, adopted by the Board on November 21, 2013, approved issuance of lease revenue refunding bonds to refinance District’s 2001 COPs and restructure 2011 COPs for the purpose of funding various capital facilities improvements District-wide.

Funds in the Railyards School Facilities Escrow Account (Fund 25)<sup>8</sup> are continuing to be collected for an incomplete and yet to be commenced new construction project as permitted by the Railyards Project School Facilities Agreement. See below in Table 4.2 for more details on project commencement dates.

**G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fess will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan:**

No such transfers or loans were made this past fiscal year.

**H. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.**

Government Code section 66001(e) mandates the District to refund unexpended portions of fees and interest accrued to property owners, should the District determine that sufficient funds have become available to complete any incomplete projects (as described under Government Code section 66006(b)(1)(F)) but not identify an approximate date by which construction of the public improvements will commence within 180 days, subject to exceptions described under Government Code section 66001(f). No such refunds pursuant to these specific statutes were issued in the past fiscal year; however, **\$141,385.44** in refunds were made to certain permit applicants in the past fiscal year as reflected above in Table 2.1.

Further, Government Code section 66006(b)(1)(H) requires the District to provide a description of the amount of any allocations made pursuant to Government Code section 66001(f). No such allocations were made in the past fiscal year.

END OF ANNUAL DEVELOPER FEE REPORT PORTION.

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<sup>8</sup> The mitigation fees for residential construction within the Railyards Project in the Railyards School Facilities Escrow Account (Fund 25) shall be used only for those purposes defined in the Railyards Project School Facilities Agreement.

## **FIVE-YEAR FINDINGS**

As required by Government Code section 66001(d), this portion of the report makes the required five (5)-year findings with respect to developer fees in Fund 25 that remain unexpended, whether committed or uncommitted. Due to the complexities of accounting for fees, and in the interest of transparency, the District voluntarily prepares five-year findings annually.

**A. Identify the purpose to which the fee is to be put:**

The purpose of the fees collected on new residential and commercial/industrial development is to fund construction and reconstruction of school facilities required to serve students generated by new construction within the District and to maintain existing levels of service related to increased demand on facilities due to development. (See Ed. Code, § 17620 et seq.) This includes, without limitation, use of fees, as necessary, to provide interim housing for children generated by new development, and for other school-related considerations relating to the District's ability to accommodate enrollment generated from new development and costs attributable to the increased demand for school facilities reasonably related to new development and necessary to maintain existing levels of service. Likewise, fees will also be used for other indirect and support services related to construction and reconstruction of school facilities necessary as a result of development, as detailed in the nexus study.

Please refer to Table 4.1, Column A, below, for more information on the projects to be funded from the Capital Facilities Account (Fund 25). The District incorporates herein the ongoing Facilities Master Plan documents, and the nexus study and fee resolution, without limitation, the facts and findings set forth therein, which are reasserted here as though fully set forth herein. Further, please refer to Table 4.2, Column A, below, for more information on the status of the projects to be funded from the Railyards School Facilities Escrow Account (Fund 25). The District incorporates herein the terms, conditions, and findings set forth in the Railyards Project School Facilities Agreement, all of which are reasserted here as though fully set forth herein.

**B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged:**

Expand, reconstruct, and modernize existing school facilities to accommodate students generated by new construction, and maintain existing levels of service, as included in the District's nexus study and fee resolution. The District's school facilities are inadequate to address the ongoing student enrollment and the ongoing demands to facilities so the District has had a continuing need for renovation and reconstruction of its school facilities District-wide. Many of these reconstruction and refurbishment projects have been planned and in the works since the 2015 nexus study. The District's 2021 Facilities Master Plan documents incorporate the facilities needs from the nexus study and planning documents from 2015, and expand upon how to properly implement the projects with the appropriate funding sources, including from the Capital Facilities Account (Fund 25). See Tables below for details.

**C. Identify all sources and amounts of funding anticipated to complete financing incomplete planned capital improvements identified, if any:**

See Table 4.1, Columns B1 and B2, below for more information on the projects to be funded from the Capital Facilities Account (Fund 25), and Table 4.2, Columns B1 and B2, below for more information on status of the projects to be funded from Railyards School Facilities Escrow Account (Fund 25).

**D. Designate the approximate dates on which the funding referred to in subparagraph (c) is expected to be deposited into the appropriate account or fund:**

See approximate dates, in the Tables below.

TABLE 4.1 Capital Facilities Account (Fund 25)			
COLUMN A:	COLUMN B1:	COLUMN B2:	COLUMN C:
PROJECTS	SOURCES OF FUNDING	AMOUNTS OF FUNDING	DATE(S) FUNDS WILL BE DEPOSITED
<p>School reconstruction and refurbishment projects District-wide as specified in the 2015 nexus study and unfunded from Measure Q, Measure R, or State funding.</p> <p><i>Commencement of the planning, design and engineering for these projects began in 2015, and are being constructed in phases; Ongoing planning and implementation of final phases of projects are being finalized via District’s latest Facilities Master Plan documents, and construction is slated to begin Summer 2025.</i></p>	<p>15% Developer Fees 25% Measure H 30% Measure Q 25% Measure R 5% State Reimbursements</p>	<p>Total Project cost to be funded with developer fees: \$790,000,000 approx.</p>	<p>Portion of funds have been received for some of the projects, and continuing collection of fees will be appropriated to these projects; Appropriation of Fund 25 for this project will be re-examined as the Measure H balance is expended and the Facilities Master Plan continues to be updated and developed.</p> <p><i>Collection of funding for these projects from developer fees is ongoing, and expected to be fully deposited within approximately the next five (5) years to ten (10) years.</i></p>
<p>Reconstruction Projects to address the anticipated increase in student enrollment resulting from the Delta Shores and Stone Beetland developments, commencing with the following sites:</p> <ol style="list-style-type: none"> <li>1. John Still K-8 School</li> <li>2. Susan B. Anthony Elementary School</li> </ol> <p><i>Commencement of the design and engineering for these projects is projected to begin in Summer of 2024.</i></p>	<p>90% Developer Fees 7% Measure H Bond 3% State Reimbursements</p>	<p>Total project cost: \$30,000,000 approx.</p>	<p>Portion of funds have been received, and continuing collection of fees will be appropriated to this project; Appropriation of Fund 25 for this project will be re-examined as the Measure H balance is expended, and as the Delta Shores and Stone Beetland developments build out.</p> <p><i>Collection of funding for this project from developer fees is ongoing, and expected to be fully deposited within approximately the next three (3) to ten (10) years.</i></p>

**TABLE 4.1 Capital Facilities Account (Fund 25)**

<b>COLUMN A:</b>	<b>COLUMN B1:</b>	<b>COLUMN B2:</b>	<b>COLUMN C:</b>
<b>PROJECTS</b>	<b>SOURCES OF FUNDING</b>	<b>AMOUNTS OF FUNDING</b>	<b>DATE(S) FUNDS WILL BE DEPOSITED</b>
Lease Revenue Bonds Debt Service for various capital facilities improvements <sup>9</sup>	75% Developer Fees 25% Mello-Roos CFD (Fund 49)	Total project cost: \$77,000,000	Portion of funds have been received, and continuing collection of fees will be appropriated to repay these various capital facilities improvements as required by the agreements.  <i>Deposits of fees appropriated for this project into Fund 25 are expected to be used toward semi-annual debt service payments due on the COPs (supplemented accordingly), and the cumulative deposits are expected to complete total funding for this project within approximately the next fifteen (15) to twenty (20) years.</i>

**TABLE 4.2 Railyards School Facilities Escrow Account (Fund 25)**

<b>COLUMN A:</b>	<b>COLUMN B1:</b>	<b>COLUMN B2:</b>	<b>COLUMN C:</b>
<b>PROJECTS</b>	<b>SOURCES OF FUNDING</b>	<b>AMOUNTS OF FUNDING</b>	<b>DATE(S) FUNDS WILL BE DEPOSITED</b>
New K-6 School (300 student generation from project)  <i>Commencement of this project is reliant upon the students projected to be generated from the Railyards development. District and Developer will be meeting in early 2024 to review Need Determination for the new school per Sec. 2.3 of the Railyards Project School Facilities Agreement.</i>	50% Railyards Fees 50% State Reimbursements	Total project cost: \$50,000,000 approx.	Portion of funds have been received, and continuing collection of mitigation fees will be deposited into the Railyards School Facilities Escrow Account (Fund 25).  <i>Funding for this project from fees is ongoing and dependent on when fees for each residential unit are collected at the time a certificate of occupancy is issued. District and Developer will be meeting in early 2024 by which time Developer will provide Development Projections per Sec. 2.6(b) of the Railyards Project School Facilities Agreement.</i>

END OF FIVE-YEAR FINDINGS PORTION.

<sup>9</sup> Resolution No. 2764, adopted by the Board on November 21, 2013, approved issuance of lease revenue refunding bonds to refinance District’s 2001 COPs and restructure 2011 COPs for the purpose of funding various capital facilities improvements District-wide.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1m

**Meeting Date:** January 18, 2024

**Subject:** Resolution No. 3371 Authorizing Piggyback Contract for Purchase of Classroom Furniture Pursuant to Public Contract Code Section 20118

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

**Division:** Business Services

**Recommendation:** Approve Resolution No. 3371 Authorizing Piggyback Contract for the Purchase of Pursuant to Public Contract Code Section 20118

**Background/Rationale:**

District staff recommends the Board adopt Resolution No. 3371 to authorize and approve the District's "Piggyback" utilizing Los Rios Community College District contract for the PURCHASE of Classroom Furniture with Campbell Keller in the amount of \$ 745,000.00 for California Middle School.

Under Public Contract Code section 20111, the District is required, absent an exception, to competitively bid the lease or purchase of equipment, materials, or supplies exceeding the bid threshold of \$109,300 for 2023. However, Public Contract Code section 20118, commonly referred to as the "piggybacking" statute, is an exception to the competitive bidding requirement, and allows the District to lease or purchase equipment, materials, or supplies by utilizing an existing contract, authorized by law, between a vendor and another public agency, pursuant to the same terms and equal prices of the existing contract.

Los Rios Community College solicited Bid 19017, awarded to Campbell Keller to provide furniture, design, installation and additional related support services. The contract is active through August 24, 2024. The Contract states that any public agency in the state of California may "Piggyback" to purchase furniture and related support services per the items and the conditions at the same terms as the awarded Contract.

District staff performed their due diligence and researched the costs and terms of the Piggyback Contract, believe that the prices of the Piggyback Contract are reasonable, and that it would be in the best interest of the District to utilize the Piggyback Contract to purchase classroom furniture pursuant to the proposed Contract Agreement for classroom furniture with Campbell Keller, attached to Resolution No. 3371.

**Financial Considerations:**

District will reduce its costs of procurement by “piggybacking” on a contract that has already been competitively bid by another public entity in accordance with law.

**LCAP Goal(s):**

**Documents Attached:**

Resolution No. 3371 Authorizing Piggyback Contract for the Purchase of Classroom Furniture Pursuant to Public Contract Code Section 20118

**Estimated Time of Presentation:** \_\_ n/a \_\_

**Submitted by:** Janea Marking, Chief Business and Operations  
Officer

Tina Alvarez-Bevens, Contract Analyst

**Approved by:** Lisa Allen, Interim Superintendent

**RESOLUTION NO. 3371**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**RESOLUTION OF THE BOARD OF EDUCATION  
AUTHORIZING PIGGYBACK CONTRACT FOR THE PURCHASE OF CLASSROOM  
FURNITURE PURSUANT TO PUBLIC CONTRACT CODE SECTION 20118**

**WHEREAS**, the Sacramento City Unified School District ("District") seeks to purchase Classroom Furniture ("Products") from Campbell Keller ("Vendor").

**WHEREAS**, pursuant to Public Contract Code section 20111, the District is required to competitively bid the "purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district," that exceed \$109,300 in 2023;

**WHEREAS**, Public Contract Code section 20118 is an exception to this requirement and states:

Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract;

**WHEREAS**, the District wishes to purchase the Products by utilizing an existing contract between a public corporation or agency and Vendor;

**WHEREAS**, the Los Rios Community College District competitively bid and awarded a contract to Vendor for purchase of the Products ("Piggyback Contract");

**WHEREAS**, the Piggyback Contract includes a provision, pursuant to Public Contract Code section 20118, allowing other public agencies, including school districts, to purchase the Products from Vendor, under the same terms and at equal prices set forth in the Piggyback Contract; and

**WHEREAS**, District staff have researched the costs and terms of the Piggyback Contract and believe that the prices under the Piggyback Contract are reasonable and that it

is in the best interest of the District to utilize the Piggyback Contract to purchase the Products from Vendor.

**NOW, THEREFORE**, the Board of Education of the Sacramento City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true.
2. That it is in the best interests of the District to purchase the Products from Vendor via the Piggyback Contract.
3. That it hereby approves the proposed "Agreement Incorporating Piggyback Contract for classroom furniture with Vendor," attached hereto as **Exhibit "A."**
4. That it hereby authorizes the District's Superintendent and designees to take all further action necessary to otherwise carry out, give effect to, and comply with the terms and intent of this Resolution, including to finalize and execute the agreement in accordance with the parameters of Public Contract Code section 20118.

**ADOPTED AND APPROVED** by the Board of Education of the Sacramento City Unified School District this \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Lavinia Grace Phillips, President

Attest:

By: \_\_\_\_\_  
Jasjit Singh, 1st Vice President

**EXHIBIT "A"**

**AGREEMENT INCORPORATING PIGGYBACK CONTRACT**



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1n

**Meeting Date:** January 18, 2024

**Subject:** Retention of 10 Firms for the Geotechnical Engineering and Materials Testing and Inspection Services Pool in Response to Request for Qualifications

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

**Division:** Business Services

**Recommendation:** Approve retention of 10 firms for the Geotechnical Engineering and Materials Testing and Inspection Pool in response to Request for Qualifications

**Background/Rationale:** The District will require the services of geotechnical engineering and materials testing and inspection firms for use in support of geotechnical engineering materials testing and inspection services for various facility projects. On October 23, 2023, the District issued a Request for Qualifications for Geotechnical Engineering and Materials Testing and Inspection Pool to establish a pool of Geotech firms. Proposals were due November 17, 2023. 10 proposals were received and evaluated by a Selection Advisory Committee comprised of District operational staff. The panel considered relevant factors, qualifications and experience and determined all 10 firms should be added to the pool for future geotechnical engineering and inspection services' needs.

Therefore, it is recommended that the 10 firms below serve as the District's Geotechnical Engineering and Materials Testing and Inspection Pool to provide services on a project-by-project basis. Contracts for specific projects will be presented to the Board as service needs are established.

Atlas Technical Consultants  
Construction Testing Services, Inc.  
Langan Engineering and Environmental Services, Inc.  
MatriScope Engineering Laboratories, Inc.  
Mid Pacific Engineering, Inc.  
Moore Twining Associates, Inc.

RiverCity Geoprofessionals dba Universal Engineering Sciences  
RMA Group  
Terracon Consultants, Inc.  
Twining Inc.

**Financial Considerations:** None

**LCAP Goal(s):** Operational Excellence

**Documents Attached:**

1. N/A

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Interim Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1o

**Meeting Date:** January 18, 2024

**Subject:** **Approve Resolution No. 3374: Agreement for Termination of Leases and Quit Claim Deed for the John F. Kennedy High School C-Wing HVAC Replacement Project**

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

**Division:** Business Services

**Recommendation:** Approve Resolution No. 3374: Agreement for Termination of Leases and Quit Claim Deed for the John F. Kennedy High School C-Wing Replacement Project

**Background/Rationale:** On May 19, 2022, the Sacramento City Unified School District (“District”) and Landmark Construction (“Developer”) executed the Site Lease and Facilities Lease for the John F. Kennedy C-Wing HVAC Replacement (“Project”).

On or about September 14, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District’s payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer’s interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

**Financial Considerations:** \$263,534 paid for the balance of the lease payments

**Documents Attached:**

1. Termination Agreement and Quit Claim Deed
2. Resolution Agreement for Termination of Leases and Quit Claim Deed
3. Agenda Item Resolution

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business & Operations Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Interim Superintendent

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
Attention: Tina Alvarez-Bevens

(Recording Fee: Exempt  
under Section 27383 of  
the Government Code)

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TERMINATION AGREEMENT AND QUIT CLAIM DEED

THIS TERMINATION AGREEMENT AND QUIT CLAIM DEED (this "Agreement") dated as of January 18, 2024, is entered by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "District"), and Landmark Construction (the "Developer").

WITNESSETH

**WHEREAS**, District and Developer entered into a Facilities Lease, dated May 19, 2022, as amended ("Facilities Lease") and a Site Lease, dated May 19, 2022 ("Site Lease") for the construction of certain improvements by the Developer at the District's John F. Kennedy C-Wing HVAC Replacement project ("Project"), located at 6715 Gloria Drive, Sacramento, California 95831, as described in Exhibit A hereto and incorporated herein ("Project Site");

**WHEREAS**, under the terms of the Site Lease the District leased the Project Site to the Developer for the construction of the Project;

**WHEREAS**, under the terms of the Facilities Lease the District leased back the Project from the Developer and was obligated to make lease payments to the Developer for the lease of the Project;

**WHEREAS**, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

**WHEREAS**, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District and the Facilities Lease and the Site Lease are to terminate immediately upon such payment; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer do hereby agree as follows:

1. Termination of Leases. The District and the Developer do hereby unconditionally terminate the Facilities Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Facilities Lease and incorporated herein by reference. The District and Developer concurrently unconditionally terminate the related Site Lease, which pertains to that certain real property defined above as the Project Site, as more particularly described in the Site Lease and incorporated herein by reference. The District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and fee title to the Project and the Project Site leased thereunder is to vest in the District. The Developer and its successors and assigns shall be released from all obligations and liabilities as to the Project Site, the Facilities Lease and the Site Lease, whether arising or accruing prior to or following the date hereof, except for warranty, guarantee and latent defect obligations to the District. The Facilities Lease and the Site Lease shall no longer have any force or effect.

2. Quitclaim. The Developer does hereby remise, release and forever quitclaim the Project Site and the Project to the District.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4. Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED on the first date indicated above.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**Landmark Construction**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Janea Marking

Name: Kevin Brennan

Title: Chief Business & Operations Officer

Title: President

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**Attached is the Legal Description for:**

**John F. Kennedy C-Wing HVAC Replacement Project**

Recorded Address: 6749 Gloria Dr. Sacramento, CA 95831

Physical Address: 6715 Gloria Dr. Sacramento, CA 95831

APN: 030-0370-021

Beginning at a point on the easterly line of that certain parcel of land described in the deed executed by Sacramento Brick Company to Mary E. Garcia on April 15, 1946 recorded in the office of the Recorder of Sacramento County on April 18, 1946 in Book 1240 of Official Records, page 8 ; from which point of beginning a one and one-half inch iron pipe monument, marking the most southerly corner of that certain 10.0 acre tract of land described in the deed executed by Manuel B. and Mary E. Garcia to Sacramento Brick Company on October 24, 1931, recorded in the office of the Recorder of Sacramento County on November 24, 1931 in Book 372 of Official Records, page 144 bears North 21° 08' 07" West 160.49 feet; thence parallel to and distant 160.00 feet southeasterly measured at right angles, from the southerly line of said 10.0 acre tract of land North 72° 40' 53" East 1025.44 feet; thence South 17° 22' 45" East 1380.78 feet; thence South 72° 38' 15" West 934.73 feet to the easterly line of that certain 29.27 acre parcel of land described in the deed executed by Sacramento Brick Company to E. A. and Nina B. Seamas on April 15, 1946, recorded in the office of the Recorder of Sacramento County on April 18, 1946 in Book 1240 of Official Records, page 7 ; thence continuing South 72° 38' 15" West 415.96 feet; thence North 19° 58' 07" West 305.90 feet to the southerly line of the hereinabove described Garcia property; thence continuing North 19° 58' 07" West 1077.56 feet; thence North 72° 40' 53" East 387.75 feet to the point of beginning; containing 43.827 acres, more or less.

CERTIFICATE OF ACCEPTANCE

This Acceptance dated as of January 18, 2024, is executed by the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under and by virtue of the laws of the State of California (the "District").

In consideration of the covenants contained in the Termination Agreement and Quit Claim Deed and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby accepts that certain real property and facilities located in the County of Sacramento, California, as more particularly described in that certain Termination Agreement and Quit Claim Deed dated as of the date hereof, by and between the District and Landmark Construction.

IN WITNESS WHEREOF, the District has executed this Acceptance as of the date first written above.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Janea Marking

Title: Chief Business & Operations Officer

**BOARD AGENDA ITEM**

**DATE:**           **January 18, 2024**

**ITEM NO.** \_\_\_\_\_

**TOPIC:           APPROVAL OF RESOLUTION NO. 3374 TO ACCEPT  
TERMINATION OF LEASES AND QUIT CLAIM DEED FOR THE  
JOHN F. KENNEDY C-WING HVAC REPLACEMENT PROJECT**

**DESCRIPTION:** On May 19, 2022, the Sacramento City Unified School District ("District") and Landmark Construction ("Developer") executed the Site Lease and Facilities Lease for the John F. Kennedy C-Wing HVAC Replacement Project ("Project").

On or about September 14, 2023, the District and Developer executed the Memorandum of Commencement Date under the Facilities Lease, acknowledging that (i) Developer had completed the construction of the Project, (ii) the District had accepted and entered into possession of the Project, (iii) the term for lease payments under the Facilities Lease would now commence.

The District has paid its obligations under the Facilities Lease in full, including paying the balance of the lease payments to Developer. Upon District's payment in full, Developer has executed a Termination Agreement and Quitclaim Deed, which will terminate the Facilities Lease and Site Lease and releases Developer's interests in the Project and site.

District staff ask that the Board approve, and authorize the Superintendent to execute, the Termination Agreement and Quitclaim Deed and the corresponding Certificate of Acceptance.

**FISCAL IMPACT:** \$263,534.00 was paid for the balance of the lease payments.

**RECOMMENDATION:** It is recommended that the Board approve and adopt Resolution No. 3374 to Accept Termination of Leases and Quit Claim Deed for the John F. Kennedy C-Wing HVAC Replacement Project.

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**Janea Marking**  
**CBO**

**RESOLUTION NO. 3374**

**RESOLUTION OF THE GOVERNING BOARD  
OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
TO ACCEPT AGREEMENT FOR TERMINATION OF LEASES  
AND QUIT CLAIM DEED**

**WHEREAS**, Sacramento City Unified School District ("District") and Landmark Construction ("Developer") entered into a Facilities Lease, dated May 19, 2022, as amended ("Facilities Lease") and a Site Lease, dated May 19, 2022 ("Site Lease") for the construction of certain improvements by the Developer, known as John F. Kennedy C-Wing HVAC Replacement project ("Project"), located at 6715 Gloria Drive, Sacramento, CA 95831 as described in Exhibit A to the Facilities Lease ("Project Site");

**WHEREAS**, under the terms of the Site Lease the District leased a portion of the Project Site to the Developer for the construction of the Project;

**WHEREAS**, under the terms of the Facilities Lease the District leased back the Project from the Developer and is obligated to make lease payments to the Developer for the lease of the Project;

**WHEREAS**, the District has paid its Project obligations in full which were secured by the lease payments payable under the Facilities Lease by making its final lease payment to the Developer, and the District has paid all other amounts due or to become due with respect to the Facilities Lease;

**WHEREAS**, upon such payment in full, title to the Project leased under the Facilities Lease is to vest in the District, and the Facilities Lease and the Site Lease are to terminate immediately upon such payment;

**WHEREAS**, the District and the Developer desire to unconditionally terminate the Facilities Lease, which pertains to the Project Site and to concurrently unconditionally terminate the related Site Lease, which also pertains to the Project Site; and

**WHEREAS**, the District and the Developer agree that the District has fulfilled its obligations under the Facilities Lease and that fee title to the Project and the Project Site leased thereby is to vest in the District.

**NOW, THEREFORE**, the Governing Board of the Sacramento City Unified School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** The above recitals are true and correct.

**Section 2.** The District hereby accepts and approves the Termination Agreement and Quit Claim Deed terminating the Facilities Lease and the Site Lease and conveying all of Developer's right, title and interest in the Project Site and the Project to the District.

**Section 3.** The District does hereby accept all of Developer's right, title and interest in the Project Site and the Project remised, released, quitclaimed and conveyed to the District by the Termination Agreement and Quit Claim Deed.

**Section 4.** The Superintendent and the Superintendent’s designees are authorized to take all steps and sign all documents necessary to effect the intent of this resolution, including but not limited to the Termination Agreement and Quit Claim Deed and the Certificate of Acceptance of the real property and facilities located in Sacramento County, California, as more particularly described in the Termination Agreement and Quit Claim Deed.

**IN WITNESS WHEREOF**, this resolution was approved and adopted by the Governing Board of the Sacramento City Unified School District this 18<sup>th</sup> day of January, 2024.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President of the Governing Board of the  
Sacramento City Unified School District

ATTEST:

\_\_\_\_\_  
Clerk of the Governing Board of the  
Sacramento City Unified School District



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1p

**Meeting Date:** January 18, 2024

**Subject:** Amendment to the Compromise and Release Agreement (BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN)

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

**Division:** Special Education

**Recommendation:** The Academic Office recommends SCUSD governing board approve the amendment to the Compromise and Release Agreement BPSB et al. v. SCUSD et al., U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN.

**Background/Rationale:** The Compromise and Release Agreement entered into between SCUSD and BPSB requires the development of an action plan. The Parties seek to amend the Agreement only as to the timeline for the development of the draft Action Plan and Final Action Plan. All other terms of the original Agreement remain in full force and effect.

The Agreement shall be amended only as to revise the timeline for the creation of the proposed Action Plan.

- By January 26, 2024, the Independent Monitor shall provide the Parties in writing a proposed plan of action to address and respond to the issues and deficiencies identified in paragraph C.3 below (“Action Plan”).
- Paragraph D.1 of the Agreement shall be amended only as to revise the timeline for the creation of the Final Action Plan to March 26, 2024.

**Financial Considerations:** N/A.

**LCAP Goal(s):** N/A

**Documents Attached:**

Amendment to the Compromise and Release Agreement is attached.

**Estimated Time of Presentation:** N/A

**Submitted by:** Yvonne Wright, Chief Academic Officer  
Geovanni Linares, SELPA Director

**Approved by:** Lisa Allen, Interim Superintendent

**AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT**  
*BPSB et al. v. SCUSD et al.*, U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

This Amendment to the Compromise and Release Agreement (“Agreement”) is made and entered into, by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT; LISA ALLEN, Interim Superintendent for the Sacramento City Unified School District; YVONNE WRIGHT, Chief Academic Officer for the Sacramento City Unified School District; CHRISTINA PRITCHETT, JASJIT SINGH, CHINUA RHODES, TARA JEANE, JAMEE VILLA, TAYLOR KAYATTA, LILIANA MILLER SEGURA, and LAVINIA GRACE PHILIPS, members of the Sacramento City Unified School District Board of Education; THE BOARD OF EDUCATION OF SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“District or Defendants”) and BLACK PARALLEL SCHOOL BOARD; S.A., by and through his Next Friend, AMY A.; and C.S., by and through his General Guardian, SAMUEL S. (“Plaintiffs”) (hereinafter collectively referred to as the “Parties” or individually as “Party”) to resolve all claims, issues, disputes in *BPSB v. Sacramento City Unified School District et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01768-DJC-KJN (“the Action”).

**General Recitals**

- A. The Parties entered into a Compromise and Release Agreement on or about May 17, 2023, for purposes of resolving the Action.
- B. The Parties now seek to amend the Agreement only as to the timeline for the development of the draft Action Plan and Final Action Plan. All other terms of the original Agreement remain in full force and effect.

**Amendment**

**A. Recitals**

- 1. The Parties agree that the above recitals are true and correct and are fully incorporated into the terms of this Amendment. The Parties seek to amend the Agreement, to extend the time period for the development of the draft and final action plans. All other terms of the original Agreement remain in full force and effect.

**B. Amended Terms**

- 1. Amendments to the terms as set forth in the Agreement shall be italicized as set forth below. Paragraphs C.1 of the Agreement shall be amended only as to revise the timeline for the creation of the proposed Action Plan.
  - C.1. *By January 26, 2024*, the Independent Monitor shall provide the Parties in writing a proposed plan of action to address and respond to the issues and deficiencies identified in paragraph C.3 below (“Action Plan”).
- 2. Paragraph D.1 of the Agreement shall be amended only as to revise the timeline for the creation of the Final Action Plan to March 26, 2024.

**C. Representation by Counsel.**

**AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT**  
*BPSB et al. v. SCUSD et al.*, U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

Each of the Parties acknowledges and agrees that they have been represented by independent legal counsel of their own choice throughout the negotiation of this Agreement and that they are executing this Agreement having had sufficient opportunity to investigate the facts and obtain advice of such counsel.

**D. Voluntary Amendment.**

Each Party affirms and acknowledges that she/he/it has read, fully appreciates, and understands the words, terms, and provisions of this Amendment, is entirely satisfied with the settlement described, and has duly executed this Amendment voluntarily and of her/his/its full free will and accord. Each Party had an opportunity to review and consult with their respective legal counsel on this matter.

**E. Warranty of Authority.**

Each of the persons signing this Amendment represents and warrants that such person has been duly authorized to sign this Amendment on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

**F. Binding Effect.**

This Amendment is for the benefit of and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.

**G. Execution in Counterparts.**

This Amendment may be executed in several counterparts and, subject to the requirements of paragraph J herein, shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Amendment. Signed copies and facsimile versions of this Amendment shall have the same force and effect as signature of the original. All Parties agree that electronic signatures, including but not limited to typewritten signatures, shall have the same force and effect as a wet signature.

**H. Attorneys' Fees and Costs**

The Parties shall each be responsible for their own attorneys' fees incurred, if any, in connection with this Amendment.

**I. No Admission of Liability**

This Amendment is not, and shall not be construed as, an admission of liability, fault, or wrongdoing of any kind by any Party.

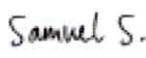
**J. Effective Date and Board Ratification**

**AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT**  
*BPSB et al. v. SCUSD et al.*, U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

The Effective Date of this Amendment shall be the date this Amendment is signed by all Parties, and upon ratification by the District's Governing Board.

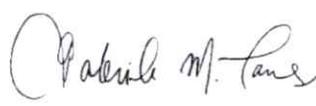
Dated: 1/4/2024   
\_\_\_\_\_  
Darryl White for Plaintiff Black Parallel School Board

Dated: 1/4/2024   
\_\_\_\_\_  
Amy A., Guardian Ad Litem for Plaintiff S.A.

Dated: 1/4/2024   
\_\_\_\_\_  
Samuel S., General Guardian for Plaintiff C.S.

Dated: 1/9/2024   
\_\_\_\_\_  
Lisa Allen, Interim Superintendent of Sacramento City Unified School District, on Behalf of the District, the District's Governing Board, and all other District Defendants

**APPROVED AS TO FORM AND CONTENT:**

Dated: 1/4/2024 **DISABILITY RIGHTS CALIFORNIA**  
  
\_\_\_\_\_  
By: Gabriela M. Torres  
Attorneys for Plaintiffs

**AMENDMENT TO COMPROMISE AND RELEASE AGREEMENT**  
*BPSB et al. v. SCUSD et al.*, U.S.D.C., E.D. Cal., Case No. 2:19-cv-01768-DJC-KJN

Dated: 1/4/2024

EQUAL JUSTICE SOCIETY



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By: Mona Tawatao  
Attorneys for Plaintiffs

Dated: 1/4/2024

NATIONAL CENTER FOR YOUTH LAW



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By: Hong Le  
Attorneys for Plaintiffs

Dated: 1/4/2024

WESTERN CENTER ON LA1/4/2024W & POVERTY



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By: Antionette Dozier  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_

LOZANO SMITH

---

By: Sloan R. Simmons  
Attorneys for Defendants



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 14.1

**Meeting Date:** January 18, 2024

**Subject:** Business and Financial Information: Enrollment and Attendance Report, Month 3, Ending Friday, November 17, 2023

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

**Division:** Business Services

**Recommendation:** Receive business and financial information.

**Background/Rationale:** Enrollment and Attendance Report for Month 3, Ending Friday, November 17, 2023

**Financial Considerations:** Reflects standard business information.

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

**Documents Attached:**

Enrollment and Attendance Report for Month 3, Ending Friday, November 17, 2023

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	GENERAL EDUCATION			Special Education Grades K-6	TOTAL MONTH END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2023-2024 Actual Attendance	Cum Attd Days /55 2023-2024	PERCENTAGE 2023-2024
A M Winn Elementary K-8 Waldorf	39	106	130	22	297	93.57%	278.00	94.10%	
Abraham Lincoln El	62	208	237	1	508	92.36%	470.38	92.91%	
Alice Birney Waldorf-Inspired K8	47	137	167	3	354	94.68%	336.46	95.02%	
Bret Harte Elementary	24	71	54	42	191	91.57%	166.71	92.24%	
Caleb Greenwood	66	200	222	2	490	96.37%	470.49	96.55%	
Camellia Basic Elementary	44	133	147	18	342	96.25%	332.36	96.99%	
Capital City School	6	30	59	0	95	93.42%	96.22	96.31%	
Caroline Wenzel Elementary	36	70	81	14	201	88.74%	190.15	90.97%	
Cesar Chavez ES	0	0	358	19	377	94.30%	355.55	94.45%	
Crocker/Riverside Elementary	81	282	270	2	635	95.26%	607.20	96.00%	
David Lubin Elementary	46	185	177	31	439	94.63%	415.24	95.11%	
Earl Warren Elementary	47	159	179	9	394	93.39%	371.64	94.75%	
Edward Kemble Elementary	96	328	0	16	440	92.84%	415.29	93.43%	
Elder Creek Elementary	78	318	336	6	738	93.36%	688.09	94.42%	
Ethel I Baker Elementary	72	269	259	2	602	91.54%	547.55	92.17%	
Ethel Phillips Elementary	49	188	171	9	417	91.51%	387.86	92.94%	
Father Keith B Kenny K-6 School	24	83	108	20	235	90.35%	214.75	90.62%	
Genevieve Didion Elementary	67	205	199	4	475	95.89%	459.20	96.35%	
Golden Empire Elementary	48	194	188	4	434	93.21%	406.35	94.46%	
H W Harkness Elementary	36	91	125	6	258	92.27%	240.87	93.53%	
Hollywood Park Elementary	27	78	100	39	244	92.23%	224.13	93.44%	
Home/Hospital	14	20	30	0	64	100.00%	11.91	100.00%	
Hubert H. Bancroft Elementary	48	164	148	20	380	92.01%	346.64	92.59%	
Isador Cohen Elementary	40	139	99	30	308	92.80%	284.42	93.33%	
James W Marshall Elementary	40	127	131	35	333	93.23%	315.93	93.90%	
John Bidwell Elementary	31	117	97	13	258	91.74%	241.98	93.19%	
John Cabrillo Elementary	52	127	125	40	344	90.89%	311.13	91.96%	
John D Sloat Elementary	26	77	94	19	216	89.16%	194.13	91.14%	
John H. Still K-8	64	158	213	2	437	92.50%	399.84	92.95%	
John Morse Therapeutic Center	0	0	0	4	4	78.95%	2.95	84.82%	
Leataata Floyd Elementary	24	93	91	1	209	86.76%	185.22	88.28%	
Leonardo da Vinci K - 8 School	95	283	293	20	691	96.13%	665.35	95.92%	
Mark Twain Elementary	24	87	99	23	233	92.14%	216.00	92.66%	
Martin Luther King Jr Elementary	48	120	115	27	310	90.77%	279.78	92.77%	
Matsuyama Elementary	54	168	208	8	438	94.56%	416.86	95.39%	
Nicholas Elementary	59	205	218	13	495	91.05%	445.55	92.21%	
O W Erlewine Elementary	38	94	130	23	285	92.76%	256.24	92.49%	
Oak Ridge Elementary	48	179	198	2	427	91.44%	388.22	91.71%	
Pacific Elementary	92	252	287	5	636	91.34%	581.80	92.89%	
Parkway Elementary School	63	166	180	24	433	86.72%	388.40	88.79%	
Phoebe A Hearst Elementary	89	285	283	1	658	96.74%	637.06	96.82%	
Pony Express Elementary	31	141	167	15	354	92.29%	330.66	94.57%	
Rosa Parks K-8 School	36	137	134	14	321	89.93%	287.91	91.15%	
Sequoia Elementary	61	170	161	22	414	91.52%	378.15	92.05%	
Success Academy K-8	0	0	6	0	6	66.06%	3.15	77.23%	
Susan B Anthony Elementary	36	137	122	3	298	96.06%	284.89	95.81%	
Sutterville Elementary	38	145	190	7	380	95.86%	364.02	95.57%	
Suy:u Elementary	44	158	175	25	402	92.66%	368.11	93.42%	
Tahoe Elementary	36	111	94	40	281	93.02%	257.84	92.49%	
Theodore Judah Elementary	50	166	178	13	407	92.95%	384.07	94.20%	
Washington Elementary	40	129	114	19	302	92.21%	274.91	92.65%	
William Land Elementary	48	140	139	0	327	93.75%	313.89	94.76%	
Woodbine Elementary	37	116	98	22	273	91.02%	243.89	91.52%	
<b>TOTAL ELEMENTARY SCHOOLS</b>	<b>2,401</b>	<b>7,746</b>	<b>8,184</b>	<b>759</b>	<b>19,090</b>	<b>92.92%</b>	<b>17,735.29</b>	<b>93.71%</b>	
<b>Change from prior month</b>				<b>-16</b>	<b>48</b>				

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	GENERAL EDUCATION			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2023-2024 Actual Attendance	Cum Attd Days/55	PERCENTAGE 2023-2024
							2023-2024	
A M Winn Elementary K-8 Waldorf	35	33	68	2	70	91.24%	65.02	91.50%
Albert Einstein MS	285	305	590	14	604	92.39%	567.16	93.24%
Alice Birney Waldorf-Inspired K8	46	55	101	1	102	92.88%	95.89	93.86%
California MS	340	401	741	16	757	91.92%	701.53	92.86%
Capital City School	23	32	55	0	55	91.93%	52.44	89.68%
Fern Bacon MS	302	319	621	28	649	92.21%	601.89	92.83%
Genevieve Didion Elementary	56	58	114	0	114	96.49%	111.18	97.13%
Home/Hospital	27	12	39	0	39	100.00%	6.78	100.00%
John H. Still K-8	134	142	276	13	289	90.82%	267.62	92.53%
John Morse Therapeutic Center	0	0	0	12	12	89.91%	10.75	86.78%
Leonardo da Vinci K - 8 School	60	42	102	11	113	95.30%	106.00	95.54%
Miwok MS	637	522	1,159	17	1,176	94.14%	1121.02	94.92%
Rosa Parks K-8 School	198	208	406	16	422	90.55%	386.16	91.07%
Sam Brannan MS	171	163	334	40	374	89.97%	343.18	90.82%
School of Engineering and Science	126	117	243	2	245	95.48%	229.46	94.97%
Success Academy K-8	5	7	12	0	12	88.17%	5.13	86.77%
Umoja International Academy	127	159	286	14	300	88.97%	274.49	90.27%
Will C Wood MS	320	312	632	42	674	92.78%	621.56	93.27%
<b>TOTAL MIDDLE SCHOOLS</b>	<b>2,892</b>	<b>2,887</b>	<b>5,779</b>	<b>228</b>	<b>6,007</b>	<b>92.41%</b>	<b>5,567.26</b>	<b>93.11%</b>
<b>Change from prior month</b>				<b>-5</b>	<b>-14</b>			



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2023-2024 Actual Attendance	Cum Attd Days/55	PERCENTAGE 2023-2024
			2023-2024	
ELEMENTARY	19,090	92.92%	17,735	93.71%
MIDDLE	6,007	92.41%	5,567	93.11%
HIGH SCHOOL	11,000	90.86%	9,863	91.86%
<b>TOTAL ALL DISTRICT SEGMENTS</b>	<b>36,097</b>	<b>92.22%</b>	<b>33,166</b>	<b>93.05%</b>

<b>Total Non-Public Schools as of 11/27/2023</b>	234
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<b>Non-Public change from prior month</b>	<b>2</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 CHARTER SCHOOLS

2023-2024 DEPENDENT CHARTER SCHOOLS	GENERAL EDUCATION					Special Education Grades K-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2023-2024 Actual Attendance	2023-2024	PERCENTAGE 2023-2024
Bowling Green McCoy	48	164	170	0	0	7	389	92.33%	360.15	93.66%
Bowling Green-Chacon	47	133	136	0	0	6	322	95.41%	306.24	95.44%
George W. Carver SAS	0	0	0	0	162	10	172	92.01%	164.13	92.18%
New Joseph Bonnheim Charter	23	99	109	0	0	3	234	95.67%	220.71	94.78%
New Tech High	0	0	0	0	149	1	150	93.19%	138.21	93.31%
The Met High School	0	0	0	0	203	4	207	92.94%	199.82	93.33%
<b>TOTAL DEPENDENT CHARTER SCHOOLS</b>	<b>118</b>	<b>396</b>	<b>415</b>	<b>0</b>	<b>514</b>	<b>31</b>	<b>1,474</b>	<b>93.50%</b>	<b>1,389.25</b>	<b>93.94%</b>

**Change from prior month** **-1** **-2**

2023-2024 INDEPENDENT CHARTER SCHOOLS	GENERAL EDUCATION					Special Education Grades K-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2023-2024 Actual Attendance	2023-2024	PERCENTAGE 2023-2024
Aspire Capitol Heights Academy	27	72	69	53	0	0	221	92.61%	191.46	92.69%
CA Montessori Project Capitol Campus	72	123	121	42	0	0	358	94.18%	329.72	90.66%
Capitol Collegiate Academy	60	119	163	88	0	0	430	92.74%	403.35	94.46%
Growth Public Schools	58	122	85	19	0	0	284	93.25%	267.21	94.24%
Language Academy	88	198	198	132	0	0	616	95.35%	577.95	95.94%
PS 7 Elementary	70	163	156	134	0	0	523	85.39%	460.21	87.90%
Sacramento Charter HS	0	0	0	0	350	0	350	88.95%	319.90	91.56%
SAVA	0	0	0	66	649	0	715	92.60%	610.95	92.72%
Sol Aureus College Preparatory	30	98	143	58	0	0	329	93.91%	261.91	78.62%
Yav Pem Suab Academy	96	172	203	0	0	0	471	92.87%	437.73	93.27%
<b>TOTAL INDEPENDENT CHARTER SCHOOLS</b>	<b>501</b>	<b>1,067</b>	<b>1,138</b>	<b>592</b>	<b>999</b>	<b>-</b>	<b>4,297</b>	<b>92.19%</b>	<b>3,860.38</b>	<b>91.21%</b>

**Change from prior month** **0** **9**

<b>TOTAL CHARTER SCHOOLS</b>	<b>619</b>	<b>1,463</b>	<b>1,553</b>	<b>592</b>	<b>1,513</b>	<b>31</b>	<b>5,771</b>	<b>92.84%</b>	<b>5,249.63</b>	<b>92.57%</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2023-2024 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	203	0	10,245.50	10,245.50	0	83.50	83.5
Charles A. Jones Career & Education Center	310	0	11,231.02	11,231.02	0	86.52	86.52
<b>TOTAL ADULT EDUCATION</b>	<b>513</b>	<b>0</b>	<b>21,476.52</b>	<b>21,476.52</b>	<b>0</b>	<b>170.02</b>	<b>170.02</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	GENERAL EDUCATION ENROLLMENT							TOTAL GENERAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	
A M Winn Elementary K-8 Waldorf	39	34	36	36	49	31	50	275
Abraham Lincoln El	62	74	70	64	78	76	83	507
Alice Birney Waldorf-Inspired K8	47	42	47	48	58	59	50	351
Bret Harte Elementary	24	24	24	23	13	19	22	149
Caleb Greenwood	66	57	79	64	71	83	68	488
Camellia Basic Elementary	44	48	42	43	40	52	55	324
Capital City School	6	13	7	10	15	15	29	95
Caroline Wenzel Elementary	36	25	24	21	26	29	26	187
Cesar Chavez ES	0	0	0	0	125	113	120	358
Crocker/Riverside Elementary	81	95	90	97	98	83	89	633
David Lubin Elementary	46	48	67	70	52	63	62	408
Earl Warren Elementary	47	47	49	63	60	62	57	385
Edward Kemble Elementary	96	98	117	113	0	0	0	424
Elder Creek Elementary	78	107	99	112	112	115	109	732
Ethel I Baker Elementary	72	94	89	86	99	73	87	600
Ethel Phillips Elementary	49	72	52	64	63	57	51	408
Father Keith B Kenny K-8 School	24	24	34	25	31	44	33	215
Genevieve Didion Elementary	67	70	65	70	66	66	67	471
Golden Empire Elementary	48	64	58	72	61	65	62	430
H W Harkness Elementary	36	39	25	27	38	42	45	252
Hollywood Park Elementary	27	22	36	20	26	33	41	205
Home/Hospital	14	6	6	8	7	16	7	64
Hubert H. Bancroft Elementary	48	48	62	54	64	44	40	360
Isador Cohen Elementary	40	42	48	49	32	34	33	278
James W Marshall Elementary	40	41	46	40	39	55	37	298
John Bidwell Elementary	31	34	37	46	37	29	31	245
John Cabrillo Elementary	52	48	35	44	43	39	43	304
John D Sloat Elementary	26	31	23	23	38	29	27	197
John H. Still K-8	64	47	55	56	64	85	64	435
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	24	25	33	35	32	23	36	208
Leonardo da Vinci K - 8 School	95	96	93	94	96	99	98	671
Mark Twain Elementary	24	23	34	30	33	33	33	210
Martin Luther King Jr Elementary	48	43	38	39	52	29	34	283
Matsuyama Elementary	54	49	63	56	68	64	76	430
Nicholas Elementary	59	68	70	67	65	80	73	482
O W Erlewine Elementary	38	24	36	34	34	49	47	262
Oak Ridge Elementary	48	48	69	62	73	66	59	425
Pacific Elementary	92	78	96	78	96	81	110	631
Parkway Elementary School	63	69	48	49	65	65	50	409
Peter Burnett Elementary	89	96	93	96	97	96	90	657
Phoebe A Hearst Elementary	31	45	48	48	56	54	57	339
Pony Express Elementary	36	41	46	50	44	38	52	307
Rosa Parks K-8 School	61	56	56	58	46	63	52	392
Sequoia Elementary	0	0	0	0	0	0	6	6
Success Academy K-8	36	41	54	42	39	44	39	295
Susan B Anthony Elementary	38	45	47	53	66	62	62	373
Sutterville Elementary	44	46	52	60	58	59	58	377
Tahoe Elementary	36	51	33	27	34	30	30	241
Theodore Judah Elementary	50	68	50	48	54	59	65	394
Washington Elementary	40	35	46	48	48	33	33	283
William Land Elementary	48	47	46	47	38	54	47	327
Woodbine Elementary	37	37	38	41	38	33	27	251
<b>TOTAL</b>	<b>2,401</b>	<b>2,525</b>	<b>2,611</b>	<b>2,610</b>	<b>2,737</b>	<b>2,725</b>	<b>2,722</b>	<b>18,331</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	297	959	15,290	16,249	94.10%
Abraham Lincoln El	508	1,974	25,871	27,845	92.91%
Alice Birney Waldorf-Inspired K8	354	969	18,505	19,474	95.02%
Bret Harte Elementary	191	771	9,169	9,940	92.24%
Caleb Greenwood	490	926	25,877	26,803	96.55%
Camellia Basic Elementary	342	568	18,280	18,848	96.99%
Capital City School	95	203	5,292	5,495	96.31%
Caroline Wenzel Elementary	201	1,038	10,458	11,496	90.97%
Cesar Chavez ES	377	1,150	19,555	20,705	94.45%
Crocker/Riverside Elementary	635	1,392	33,396	34,788	96.00%
David Lubin Elementary	439	1,174	22,838	24,012	95.11%
Earl Warren Elementary	394	1,132	20,440	21,572	94.75%
Edward Kemble Elementary	440	1,605	22,841	24,446	93.43%
Elder Creek Elementary	738	2,235	37,845	40,080	94.42%
Ethel I Baker Elementary	602	2,559	30,115	32,674	92.17%
Ethel Phillips Elementary	417	1,620	21,332	22,952	92.94%
Father Keith B Kenny K-6 School	235	1,222	11,811	13,033	90.62%
Genevieve Didion Elementary	475	958	25,256	26,214	96.35%
Golden Empire Elementary	434	1,311	22,349	23,660	94.46%
H W Harkness Elementary	258	916	13,248	14,164	93.53%
Hollywood Park Elementary	244	866	12,327	13,193	93.44%
Home/Hospital	64	0	655	655	100.00%
Hubert H. Bancroft Elementary	380	1,526	19,065	20,591	92.59%
Isador Cohen Elementary	308	1,118	15,643	16,761	93.33%
James W Marshall Elementary	333	1,128	17,376	18,504	93.90%
John Bidwell Elementary	258	972	13,309	14,281	93.19%
John Cabrillo Elementary	344	1,496	17,112	18,608	91.96%
John D Sloat Elementary	216	1,038	10,677	11,715	91.14%
John H. Still K-8	437	1,667	21,991	23,658	92.95%
John Morse Therapeutic Center	4	29	162	191	84.82%
Leataata Floyd Elementary	209	1,352	10,187	11,539	88.28%
Leonardo da Vinci K - 8 School	691	1,558	36,594	38,152	95.92%
Mark Twain Elementary	233	941	11,880	12,821	92.66%
Martin Luther King Jr Elementary	310	1,200	15,388	16,588	92.77%
Matsuyama Elementary	438	1,109	22,927	24,036	95.39%
Nicholas Elementary	495	2,069	24,505	26,574	92.21%
O W Erlewine Elementary	285	1,145	14,093	15,238	92.49%
Oak Ridge Elementary	427	1,931	21,352	23,283	91.71%
Pacific Elementary	636	2,448	31,999	34,447	92.89%
Parkway Elementary School	433	2,696	21,362	24,058	88.79%
Phoebe A Hearst Elementary	658	1,149	35,038	36,187	96.82%
Pony Express Elementary	354	1,045	18,186	19,231	94.57%
Rosa Parks K-8 School	321	1,537	15,835	17,372	91.15%
Sequoia Elementary	414	1,796	20,798	22,594	92.05%
Success Academy K-8	6	51	173	224	77.23%
Susan B Anthony Elementary	298	685	15,669	16,354	95.81%
Sutterville Elementary	380	927	20,021	20,948	95.57%
Suy:u Elementary	402	1,425	20,246	21,671	93.42%
Tahoe Elementary	281	1,151	14,181	15,332	92.49%
Theodore Judah Elementary	407	1,300	21,124	22,424	94.20%
Washington Elementary	302	1,199	15,120	16,319	92.65%
William Land Elementary	327	954	17,264	18,218	94.76%
Woodbine Elementary	273	1,243	13,414	14,657	91.52%
<b>TOTAL</b>	<b>19,090</b>	<b>65,433</b>	<b>975,441</b>	<b>1,040,874</b>	<b>93.71%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	70	332	3,576	3,908	91.50%
Albert Einstein MS	604	2,263	31,194	33,457	93.24%
Alice Birney Waldorf-Inspired K8	102	345	5,274	5,619	93.86%
California MS	757	2,965	38,584	41,549	92.86%
Capital City School	55	332	2,884	3,216	89.68%
Fern Bacon MS	649	2,556	33,104	35,660	92.83%
Genevieve Didion Elementary	114	181	6,115	6,296	97.13%
Home/Hospital	39	0	373	373	100.00%
John H. Still K-8	289	1,188	14,719	15,907	92.53%
John Morse Therapeutic Center	12	90	591	681	86.78%
Leonardo da Vinci K - 8 School	113	272	5,830	6,102	95.54%
Miwok MS	1,176	3,300	61,656	64,956	94.92%
Rosa Parks K-8 School	422	2,083	21,239	23,322	91.07%
Sam Brannan MS	374	1,909	18,875	20,784	90.82%
School of Engineering and Science	245	668	12,620	13,288	94.97%
Success Academy K-8	12	43	282	325	86.77%
Umoja International Academy	300	1,628	15,097	16,725	90.27%
Will C Wood MS	674	2,467	34,186	36,653	93.27%
<b>TOTAL</b>	<b>6,007</b>	<b>22,622</b>	<b>306,199</b>	<b>328,821</b>	<b>93.12%</b>

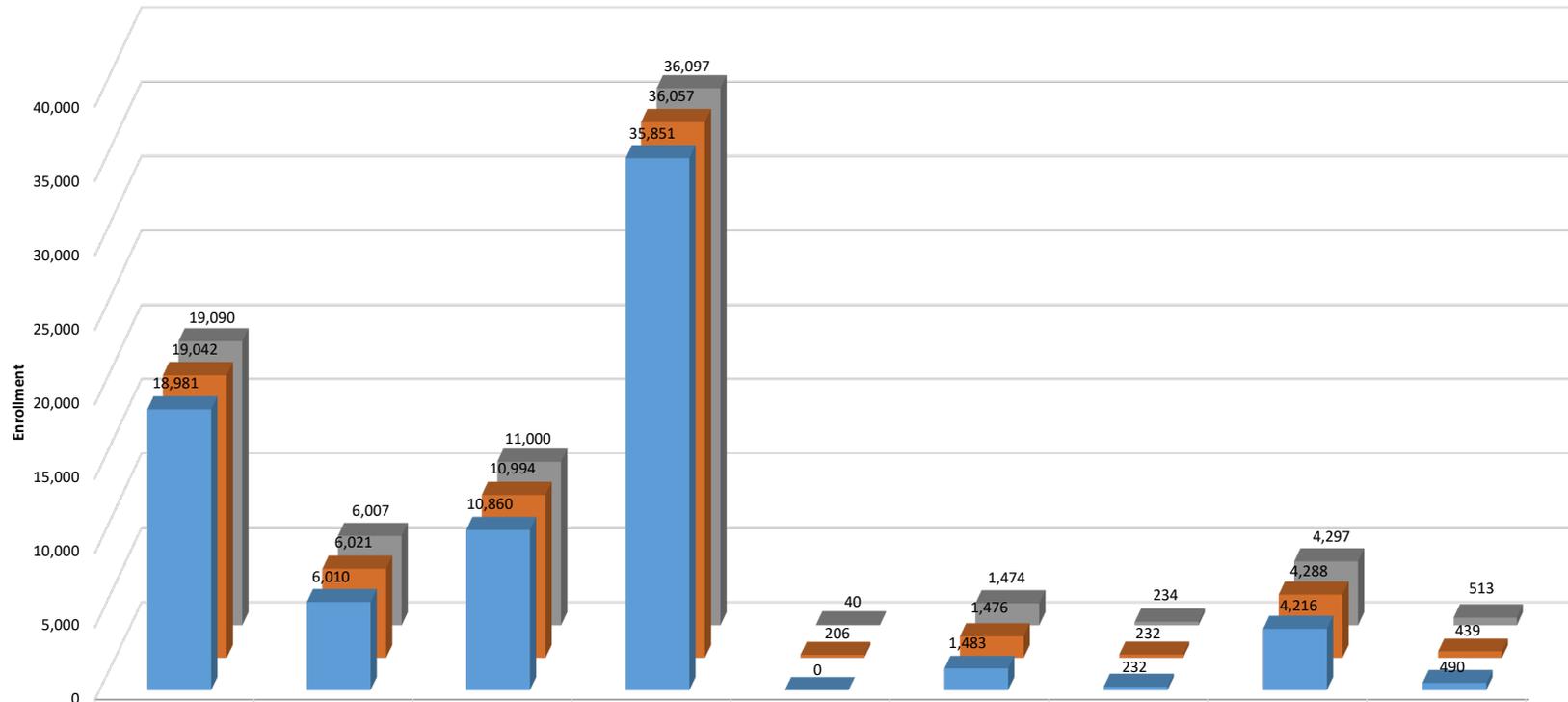
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2023  
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	153	1,863	6,915	8,778	78.78%
Arthur A. Benjamin Health Prof	182	1,185	8,896	10,081	88.25%
C K McClatchy HS	2,423	8,668	125,543	134,211	93.54%
Capital City School	196	3,061	7,383	10,444	70.69%
Hiram W Johnson HS	1,593	8,474	78,432	86,906	90.25%
Home/Hospital	64	0	633.00	633.00	100.00%
John F Kennedy HS	1,781	7,488	91,476	98,964	92.43%
Luther Burbank HS	1,518	7,407	77,415	84,822	91.27%
Rosemont HS	1,499	7,022	75,256	82,278	91.47%
School of Engineering and Science	285	838	15,022	15,860	94.72%
Umoja International Academy	180	514	9,469	9,983	94.85%
West Campus HS	879	1,579	46,685	48,264	96.73%
Sacramento Accelerated Academy	247	**NA	**NA	**NA	**NA
<b>TOTAL</b>	<b>11,000</b>	<b>48,099</b>	<b>543,125</b>	<b>591,224</b>	<b>91.86%</b>

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
<b>TOTAL ALL SCHOOLS</b>	<b>36,097</b>	<b>136,154</b>	<b>1,824,765</b>	<b>1,960,919</b>	<b>93.06%</b>

	Students in Non Public Schools	Total Enrollment	ADA	ADA %	% Change
<b>2022-23 Actual</b>		36,241	33,072	90.73%	
<b>2023-2024 Projected</b>		36,061	0	0.00%	
<b>Month 01</b>	232	35,851	33,366	93.84%	0%
<b>Month 02</b>	232	36,057	33,316	93.49%	-0.35%
<b>Month 03</b>	234	36,097	33,147	93.05%	-0.44%

## Monthly Attendance



	Elementary	Middle	High	Total	Variance	Dependent Charter	Non-Public Schools	Independent Charter	Adult Ed.
Month 1 9/22/2023	18,981	6,010	10,860	35,851	0	1,483	232	4,216	490
Month 2 10/20/2023	19,042	6,021	10,994	36,057	206	1,476	232	4,288	439
Month 3 11/17/2023	19,090	6,007	11,000	36,097	40	1,474	234	4,297	513